

<i>SERFF Tracking Number:</i>	<i>AMER-126429973</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>44414</i>
<i>Company Tracking Number:</i>	<i>BAA8 (09/09)</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>BAA8 (09/09)</i>		
<i>Project Name/Number:</i>	<i>BAA8 (09/09)/BAA8 (09/09)</i>		

Filing at a Glance

Company: Aviva Life and Annuity Company

Product Name: BAA8 (09/09)

TOI: A071 Individual Annuities - Special

Sub-TOI: A071.001 Equity Indexed

Filing Type: Form

SERFF Tr Num: AMER-126429973 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 44414

Co Tr Num: BAA8 (09/09)

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author:

Disposition Date: 01/05/2010

Date Submitted: 12/29/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: BAA8 (09/09)

Project Number: BAA8 (09/09)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 01/05/2010

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 12/17/2009

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 01/05/2010

Created By: Jessica Johnson-Lopez

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Jessica Johnson-Lopez

Filing Description:

RE: Aviva Life and Annuity Company

Contract Form: Single Premium Indexed Deferred Annuity, BAA8 (09/09)

Riders: Strategy Rider to an Indexed Deferred Annuity Contract, BAABAS (09/09)

Fixed Strategy Rider to an Indexed Deferred Annuity Contract, BAAFIXED (09/09)

Premium Bonus Rider with Enhanced Death Benefit, BDDBR8 (09/09)

Enhanced Death Benefit Rider, DBR (09/09)

Income Rider, BAAIR (09/09)

Endorsement: Market Value Adjustment Endorsement, BAAMVA (09/09)

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The following Application was previously approved on the date shown below:

Application: 80500 6/08 FW, approved 06/25/2008

NAIC #: 61689

The above-referenced filing has been attached in readability form for the Department's review and approval. Application form 80500 6/08 FW, previously filed with the Department and approved on 06/25/2008 will be used with this Contract form. The Contract form BAA8 (09/09), the Riders and Endorsement have achieved a Flesch Reading Ease Test Score of 58.18. The Iowa Insurance Department approved the annuity Contracts, Riders and Endorsements on 12/17/2009. The corresponding actuarial memorandums have also been attached for your review.

Currently, contract form BAA8 (09/09) may be issued to owners age 0-80.

This Single Premium Indexed Deferred Annuity is unique in that the premium is allocated to one of the Strategy Options available under the Balanced Allocation Strategy Rider based on the owner's selection. These Strategy Options credit interest based on a blend of both declared (fixed) rate and index-linked earnings. Currently, the one index used to determine the index-linked portion of the total Interest Earnings for each Strategy Option is the S&P 500 Index. The Company does not anticipate issuing the Fixed Strategy Rider with new Contract issues at this time. The Fixed Strategy Rider credits daily interest based on fixed interest rates.

Please note that on pages 1, 2, 3 and the front and back cover pages of the contract form, we have bracketed certain Contract information that we consider variable. We have also indicated, through the use of brackets, the information in the Balanced Allocation Strategy Rider to an Indexed Deferred Annuity Contract, the Fixed Strategy Rider to an Indexed Deferred Annuity Contract, the Enhanced Death Benefit Rider, the Premium Bonus Rider with Enhanced Death Benefit, and the Income Rider that we consider variable. Variable information is considered information that is unique to the specific Contract or Rider issued and information that can be changed for all new issues of the Contract without re-filing. In this regard, the Company reserves the right to offer the contract forms with either the Balanced Allocation Strategy Rider or the Fixed Strategy Rider, exclusively, and for the Balanced Allocation Strategy Rider, any combination of Strategy Options thereunder. At any given time, the blend of declared rate and index allocations for each Strategy Option, and the available indices for the index allocation associated with each Strategy Option, will be a function primarily of economic conditions and consumer needs. Although the Strategy Option Components shown on the Rider Data Page of the Balanced Allocation Strategy Rider will vary by Strategy Option, the variances:

- a) will be applied to the Contract in a non-discriminatory manner;
- b) will be described on the Rider Data Page for new Contract issues and/or sufficiently communicated to existing contractholders, if applicable; and,

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<i>Product Name:</i>	<i>BAA8 (09/09)</i>		
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c) will, in all respects, comply with the applicable regulatory requirements of the state in which the Contract is issued.

Balanced Allocation Strategy Rider to an Indexed Deferred Annuity Contract, form BAABAS (09/09), is a blended index Strategy Rider that links Interest Earnings to a blend of both declared rate and index-linked earnings. Index-linked earnings will be based on the return of one or a combination of indices. There will be a maximum of four different Strategy Options available within the Rider.

Fixed Strategy Rider to an Indexed Deferred Annuity Contract, form BAAFIXED (09/09), credits Interest Earnings based on a fixed interest rate that is declared annually and compounds daily.

The Enhanced Death Benefit Rider, form DBR (09/09) and the Bonus Rider with Enhanced Death Benefit, form BDBR8 (09/09), are optional Riders with an associated cost. If a Rider is elected, the cost for the Rider is deducted from the annuity Contract to which the Rider is attached. The Riders can be elected only at the time of application and can not be terminated once attached to and made part of the Contract.

The Enhanced Death Benefit Rider guarantees that any Death Benefit payable is equal to the greater of the Death Benefit available under the Contract or the Enhanced Death Benefit available under this Rider. The Bonus Rider with Enhanced Death Benefit adds a premium bonus to the Contract's Accumulation Value on the Contract Date. This premium bonus increases the Death Benefit and Free Withdrawal benefit, but a portion of the premium bonus is recaptured on withdrawals in excess of the Free Withdrawal limit made during the Withdrawal Charge period. As well, this Rider provides an Enhanced Death Benefit.

Income Rider, form BAAIR (09/09), is an optional living benefit rider that provides a guaranteed level of income withdrawals for life, regardless of Accumulation Value. The Maximum Annual Withdrawal Amount under the Rider is determined by multiplying the Guaranteed Income Base by the Maximum Annual Withdrawal Percentage. The Maximum Annual Withdrawal Amount may be increased if the owner becomes confined to a qualified care facility. There is a cost associated with the election of this Rider. If the Rider is elected, the cost for the Rider is deducted from the annuity Contract to which the Rider is attached. The Rider can be elected only at the time of application and can be terminated only as described in the Rider.

Market Value Adjustment Endorsement, form BAAMVA (09/09), is designed to add a market value adjustment feature to contract form BAA8 (09/09). When utilized with the contract form, the Market Value Adjustment Endorsement will be attached to all new Contracts at Contract issuance.

We certify that Aviva Life and Annuity Company does attach a Life and Health guaranty notice with all of the policies that are issued in the State of Arkansas. The form is titled, "LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT." With the issuance of this form with all issued

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contracts we believe we are in compliance with Regulation 49.

We certify that Aviva Life and Annuity Company does attach an IMPORTANT INFORMATION TO CONTRACTHOLDERS NOTICE with all of the contracts that are issued in the State of Arkansas. With the issuance of this form with all issued contracts we believe we are in compliance with Ark. Code Ann. 23-79-138.

Concerning Regulation 19§10B: We certify that the annuity contract issued by Aviva Life and Annuity Company meet the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department. In this regard, please be advised that the guaranteed benefits associated with our annuity contracts do not differentiate between males and females. In fact, the only time we differentiate between males and females is when the annuity contract is annuitized and our current rates generate a larger benefit than is generated using the contract's guaranteed rates. In calculating a annuity benefit based on our current annuitization rates, we utilize the age and sex of the annuitant and the 2000 Annuity Mortality Table. We believe, and we trust you will agree, this method of calculating annuitization benefits is based on both sound actuarial principles and a valid classification system.

To the best of my knowledge and belief, this filing complies with the rules and regulations of the State of Arkansas. Please let me know if I may be of further assistance. I appreciate your review and subsequent approval.

Company and Contact

Filing Contact Information

Jessica Johnson, Product Compliance Specialists	jessicaj@avivausa.com
555 South Kansas Avenue	800-255-2405 [Phone] 549 [Ext]
Topeka, KS 66603	785-295-4345 [FAX]

Filing Company Information

Aviva Life and Annuity Company	CoCode: 61689	State of Domicile: Iowa
555 South Kansas Avenue	Group Code: -99	Company Type: Insurance
Topeka, KS 66603	Group Name:	State ID Number:
(785) 295-4352 ext. [Phone]	FEIN Number: 42-0175020	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	

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<i>Project Name/Number:</i>	<i>BAA8 (09/09)/BAA8 (09/09)</i>		
<i>Per Company:</i>	<i>No</i>		

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aviva Life and Annuity Company	\$50.00	12/29/2009	33149279

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/05/2010	01/05/2010

<i>SERFF Tracking Number:</i>	<i>AMER-126429973</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>BAA8 (09/09)/BAA8 (09/09)</i>		

Disposition

Disposition Date: 01/05/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

<i>SERFF Tracking Number:</i>	<i>AMER-126429973</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>BAA8 (09/09)</i>		
<i>Project Name/Number:</i>	<i>BAA8 (09/09)/BAA8 (09/09)</i>		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Single Premium Indexed Deferred Annuity Contract		Yes
Form	Fixed Strategy Rider to an Indexed Deferred Annuity Contract		Yes
Form	Strategy Rider to an Indexed Deferred Annuity Contract		Yes
Form	Market Value Adjustment Endorsement		Yes
Form	Enhanced Death Benefit Rider		Yes
Form	Enhanced Death Benefit Rider		Yes
Form	Income Rider		Yes

SERFF Tracking Number: AMER-126429973 State: Arkansas

Filing Company: Aviva Life and Annuity Company State Tracking Number: 44414

Company Tracking Number: BAA8 (09/09)

TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed

Product Name: BAA8 (09/09)

Project Name/Number: BAA8 (09/09)/BAA8 (09/09)

Form Schedule

Lead Form Number: BAA8 (09/09)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	BAA8 (09/09)	Policy/Cont Single Premium ract/Fratern Indexed Deferred al Annuity Contract Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		58.180	BAA8_0909.p df
	BAAFIXED (09/09)	Policy/Cont Fixed Strategy Rider ract/Fratern to an Indexed al Deferred Annuity Certificate: Contract Amendmen t, Insert Page, Endorseme nt or Rider	Initial		58.180	BAAFIXED_0 909.pdf
	BAABAS (09/09)	Policy/Cont Strategy Rider to an ract/Fratern Indexed Deferred al Annuity Contract Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		58.180	BAABAS_090 9.pdf
	BAAMVA (09/09)	Policy/Cont Market Value ract/Fratern Adjustment al Endorsement Certificate:	Initial		58.180	BAAMVA_09 09.pdf

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DBR	Policy/Cont Enhanced Death	Initial	58.180	DBR_0909.pd
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BDBR8	Policy/Cont Enhanced Death	Initial	58.180	BDBR8_0909
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	nt or Rider			
BAAIR	Policy/Cont Income Rider	Initial	58.180	BAAIR_0909.
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Single Premium Indexed Deferred Annuity Contract

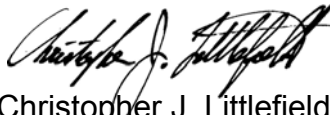
- Monthly income commencing on Annuity Date.
- Option to change type of Settlement Option payable.
- Non-Participating.
- Aviva Life and Annuity Company is a Stock Company.

Aviva Life and Annuity Company will make the payments and provide the benefits described in this Contract in consideration for the payment by the Owner of the Premium when due.

Upon the death of the Annuitant before the Annuity Date, the Company will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of proof of the Annuitant's death and surrender of this Contract.

This is a legal contract between the Owner and **Aviva Life and Annuity Company**.

Please read Your Contract carefully. It includes the provisions both on the pages within and on any riders or endorsements which are attached. If You, as the Owner are not satisfied with Your Contract, You may return it to the Company or to the insurance producer from whom Your Contract was purchased within 20 days following its receipt and the Premium paid, less any Withdrawals, will be refunded and Your Contract will be cancelled.



Christopher J. Littlefield
President and CEO



Michael H. Miller
Secretary



Administrative Office:
611 5th Avenue
P.O. Box 10433
Des Moines, IA 50306-0433
(888) 266-8489

Home Office:
611 5th Avenue
Des Moines, IA 50309-1603
(800) 800-9882

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I. CONTRACT DATA PAGE

Contract Data	
Contract Number	[Specimen]
Annuitant	[John Doe]
Annuitant's Age	[70]
Annuitant's Gender	[Male]
Contract Date	[01/10/2010]
Annuity Date	[01/10/2030]
Premium	[\$10,000.00]

Withdrawal Charge Rate Schedule	
Contract Year	Rate
1	[10.00%]
2	[9.00%]
3	[9.00%]
4	[9.00%]
5	[8.00%]
6	[7.00%]
7	[5.00%]
8	[3.00%]
There are no Withdrawal Charges applicable after the eighth Contract Year or to amounts withdrawn that are less than or equal to Your Contract's Free Withdrawal amount.	

Riders and Endorsements

Balanced Allocation Strategy Rider
Fixed Strategy Rider
Enhanced Death Benefit Rider
Premium Bonus Rider with Enhanced Death Benefit
Income Rider

Market Value Adjustment Endorsement

DATA ELEMENTS CAN BE FOUND IN THE STRATEGY RIDER ATTACHED TO YOUR CONTRACT. DATA ELEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, INITIAL AND MINIMUM INTEREST RATES, INITIAL INDEX PRICES, INITIAL AND MINIMUM ALLOCATION PERCENTAGES, INITIAL AND MINIMUM DECLARED RATES, AND INITIAL AND MAXIMUM RIDER CHARGES.

For information, or to make a complaint regarding Your Contract, call: [1-888-266-8489].

TABLE OF GUARANTEED MINIMUM VALUES

Contract Number: [Specimen]**Premium:** [\$10,000.00]

End of Contract Year	Minimum Cash Surrender Value
1	[\$8,946.88]
2	[\$9,148.18]
3	[\$9,354.01]
4	[\$9,564.48]
5	[\$9,779.68]
6	[\$9,999.72]
7	[\$10,224.72]
8	[\$10,454.77]
9	[\$10,690.00]
10	[\$10,930.53]
11	[\$11,176.47]
12	[\$11,427.94]
13	[\$11,685.07]
14	[\$11,947.98]
15	[\$12,216.81]
16	[\$12,491.69]
17	[\$12,772.75]
18	[\$13,060.14]
19	[\$13,353.99]
20	[\$13,654.46]
Age 90	[\$13,654.46]

The values at left are calculated as defined in the Minimum Guaranteed Contract Value section of Your Contract and are the guaranteed minimum values available. These values assume no Withdrawals are taken.

The paid-up annuity, Cash Surrender Value or Death Benefits, available under Your Contract, other than on the Contract Anniversary, shall be calculated with allowance for the lapse of time since the Contract Anniversary and are not less than the minimum benefits required by statute in the state in which Your Contract is issued.

II. DEFINITIONS

- **Annuitant**

The Annuitant is the person named on the Contract Data Page. We will allow You to name two people on the application to serve as Joint Annuitants. Unless otherwise stated, Annuitant shall mean the Annuitants jointly if Joint Annuitants have been named. The Annuitant is the person whose life determines the annuity payments made under Your Contract. Joint Annuitants must be married to each other and the oldest Joint Annuitant's life will determine the annuity payments. After the Contract Date, neither the Annuitant nor the Joint Annuitants may be changed.

- **Annuity Date**

The Annuity Date is the date shown on the Contract Data Page and is the Term End Date on or first following the later of the Annuitant's age 70 or the 20th Contract Anniversary, unless modified by any rider or endorsement. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant. Annuity payments will begin on the Annuity Date and will be paid to the Annuitant.

- **Beneficiary**

The Beneficiary is the person(s) or entity named to receive the Death Benefit. No Beneficiary has any rights in Your Contract until the Annuitant dies.

- **Company, We, Us, Our**

Company, We, Us and Our shall refer to Aviva Life and Annuity Company.

- **Contract Date**

The Contract Date is the date Your Contract is issued and is shown on the Contract Data Page.

- **Contract Year, Contract Anniversary**

Contract Years and Contract Anniversaries are determined from the Contract Date. Hypothetical example: If the Contract Date is January 10, 2010, the first Contract Year ends on January 9, 2011, and the first Contract Anniversary is January 10, 2011.

- **Notice, Notify, Notifying**

Notice, Notify and Notifying shall mean written requests and information that You sign and We receive and accept at Our Administrative Office address of [611 5th Avenue, P.O. Box 10433, Des Moines, IA 50306-0433].

- **Owner**

Owner means the Contract Owner named in the application or the Contract Owner's successor or assignee if You provide Notice that ownership has been assigned. If no Owner is named on the application, the Annuitant will be the Owner.

- **Proceeds**

Proceeds shall mean the amount payable from Your Contract when it is surrendered or the Death Benefit becomes payable, or the amount applied to a Settlement Option on the Annuity Date.

- **You, Your**

You and Your shall refer to the Owner.

III. GENERAL PROVISIONS

- **Annuity Payments**

The first annuity payment will be made on the Annuity Date. In order to receive payments, an Annuitant must be living on the Annuity Date and on the date that each following payment is due, if applicable under the terms of the Annuity Settlement Option. The Settlement Options are described in the Settlement Options section of Your Contract. From time to time, We may require proof of the correct age and gender of an Annuitant before making annuity payments.

An election of a Settlement Option must be made in writing and is irrevocable after the annuity payments have started.

- **If there is one living Annuitant on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of Your Contract will be applied to provide a 10 Year Certain and Life Annuity to the Annuitant, unless an alternate Settlement Option has been selected before the Annuity Date.

- **If there are two living Annuitants on the Annuity Date**

On the Annuity Date, the Cash Surrender Value of Your Contract will be applied to provide to the Annuitant listed first in the application a Joint and Last Survivor Annuity for the joint lifetime of the two Joint Annuitants and in an equal amount to the surviving Joint Annuitant during the remaining lifetime of the surviving Joint Annuitant, unless an alternate Settlement Option has been selected before the Annuity Date.

- **Assignment**

Your Contract may be assigned by Notifying Us unless otherwise restricted by endorsement. The assignment will take effect on the date the Notice was signed. However, the assignment is subject to any action taken by Us before receipt of the Notice. We have no liability under any assignment for Our actions or omissions done in good faith.

- **Beneficiary Change**

While the Annuitant is alive, You may change a Beneficiary by Notifying Us. You may name one or more contingent Beneficiaries. The interest of any named irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary. A change will take effect as of the date You signed the Notice. Any change is subject to payment or other action taken by Us before the Notice was received by Us.

- **Contract**

This Contract, including the Contract Data Page, the attached application, and any endorsements, riders or signed amendments, constitute the entire Contract. Our obligation under this Contract shall terminate upon the payment of all benefits required by this Contract. No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

- **Conformity with Applicable Laws**

The paid-up annuity, Cash Surrender Value or Death Benefits, available under Your Contract, are not less than the minimum benefits required by statute or regulation in the state in which Your Contract is issued. If any provision of Your Contract is determined not to provide the minimum benefits, such provision will be deemed to be amended to conform or comply with such laws or regulations. Notwithstanding any provision in Your Contract to the contrary, all distributions under Your Contract must be made in accordance with the applicable requirements of Section 72(s) of the Internal Revenue Code, and all terms of Your Contract shall be interpreted consistently with the requirements of Section 72(s).

- **Incontestability**

All statements made in the application are considered representations and not warranties. The validity of Your Contract will not be contestable.

- **Joint Annuitants**

If Joint Annuitants are named and one Joint Annuitant dies, Your Contract shall continue with the surviving Joint Annuitant serving as the sole surviving Annuitant. For purposes of administering the provisions of Your Contract, when Joint Annuitants are named, the Annuitant shall be considered living as long as at least one Joint Annuitant is alive. In other words, for purposes of administering the provisions of Your Contract, if Joint Annuitants are named, it is only on the death of the last surviving Annuitant that the Annuitant is considered to have died.

- **Misstatement of Age or Gender**

If the age or gender of the Annuitant has been misstated, the amount We will pay will be that which the Premium paid would have purchased if the correct age and gender had been stated. Age will be calculated as the age at the last birthday of the Annuitant. Any underpayments made by Us will be immediately paid in one sum with interest compounded at the rate of 3.00% per year. Any overpayments made by Us will be charged against the next succeeding annuity payment or payments with interest compounded at the rate of 3.00% per year.

- **Ownership**

During the Annuitant's lifetime all rights described in Your Contract may be exercised by You subject to the rights of:

- a. Any assignee of record with Us; and
- b. Any irrevocably named Beneficiary.

If an Owner who is a natural person dies during the Annuitant's lifetime, the contingent owner named in the application, if any, will become the Owner. If there is no contingent owner named, ownership will pass to the estate of the Owner. Subject to the Distribution on Death of Owner section in Your Contract, in the case of joint ownership, on the death of a joint owner, ownership will pass to the surviving Owner(s). On the death of the last surviving Owner, if no contingent owner has been named, ownership will pass to the estate of the last surviving Owner.

All of Your rights under this Contract terminate on the death of the Annuitant.

For purposes of the Distribution on Death of Owner section, if the Owner of Your Contract is not a natural person (Example: a trust), the Annuitant shall be treated as the Owner of Your Contract.

- **Premium Taxes**

Your state may charge Us a Premium Tax for Your Contract. We may deduct the amount of such tax from Your Premium when Your Premium is received, or from the Accumulation Value of Your Contract upon:

1. Any Withdrawal from Your Contract; or
2. The full surrender of Your Contract; or
3. The election of a Settlement Option; or
4. The payment of a Death Benefit.

- **Statements**

We will furnish You annually, and at any time upon request, a Statement reflecting the total amount of Accumulation Value and Cash Surrender Value.

IV. PREMIUM AND ACCUMULATION VALUE

- **Payment of Premium**

The Premium is the amount We receive for Your Contract, as shown on the Contract Data Page, and is due on the Contract Date. Premium may be delivered to Our Administrative Office or to one of Our insurance producers. We may limit the amount of Premium that We will accept for Your Contract and no Premium will be accepted after the Contract Date.

- **Strategy Rider**

Your Contract will be credited with Interest Earnings as described in the Strategy Rider attached to and made part of Your Contract. The Strategy Rider is shown on Your Contract Data Page. The Strategy Rider may contain multiple Strategy Options which We may change from time to time. The Strategy Options are described in the Strategy Rider.

- **Interest Earnings**

Interest Earnings for Your Contract will be calculated based on the provisions of the Strategy Rider and will be credited to the Accumulation Value.

- **Accumulation Value**

The Accumulation Value at any time will be equal to (A) plus (B) minus (C) where:

A is the Premium.

B is Interest Earnings that are credited.

C is Withdrawals, payments, charges or adjustments of any type that are deducted.

The Accumulation Value may be reduced by any Premium Taxes as provided for in the Premium Taxes section of Your Contract.

- **Balanced Allocation Factor**

The Balanced Allocation Factor reflects any appreciation in the Strategy Rider which has not been credited to the Accumulation Value. The Balanced Allocation Factor for Your Contract shall be determined based on the provisions of the Strategy Rider.

- **Balanced Allocation Value**

The Balanced Allocation Value on any date equals the Accumulation Value times an amount equal to 1 plus the Balanced Allocation Factor for that date.

- **Term**

The Term shall be defined by the Strategy Rider.

- **Term End Date**

The Term End Date shall be defined by the Strategy Rider.

V. CASH SURRENDER VALUE AND WITHDRAWALS

• Cash Surrender Value

At or before the Annuity Date and before the death of the Annuitant, You may surrender Your Contract for the Cash Surrender Value.

The Cash Surrender Value is the greater of (A) or (B) where:

A is the Accumulation Value, adjusted for any applicable Withdrawal Charge and any applicable Market Value Adjustment.

B is the Minimum Guaranteed Contract Value.

We may defer payment upon surrender of Your Contract for up to six months if the insurance regulatory authority of the state in which Your Contract was issued approves such deferral.

Market Value Adjustments will be calculated in accordance with the provisions of the Market Value Adjustment Endorsement if attached to Your Contract.

• Withdrawal Charge

A Withdrawal Charge will only apply to amounts withdrawn in excess of the Contract's Free Withdrawal amount. The Withdrawal Charge applied in any Contract Year to a Withdrawal that is greater than the Free Withdrawal amount will be equal to $[(A - B) \times C]$ where:

A is the amount of the Withdrawal, not to be greater than the Accumulation Value.

B is the amount deducted from the Accumulation Value with respect to the Free Withdrawal amount available and remaining in the Contract Year.

C is the applicable Withdrawal Charge Rate shown on the Contract Data Page.

• Minimum Guaranteed Contract Value

The Minimum Guaranteed Contract Value at any time will be equal to (A) plus (B) minus (C) where:

A is 87.5% of the Premium accumulated at the Minimum Guaranteed Contract Value Interest Rate.

B is any Excess Interest accumulated at the Minimum Guaranteed Contract Value Interest Rate.

C is any amounts paid to You as the result of any Withdrawals from Your Contract, accumulated at the Minimum Guaranteed Contract Value Interest Rate.

The Minimum Guaranteed Contract Value Interest Rate is shown on the Rider Data Page of the Strategy Rider.

• Excess Interest

On each Term End Date that occurs on or after expiration of the Withdrawal Charge Rate Schedule, We will calculate Excess Interest as $(A - B)$ where:

A is the sum of all Interest Earnings ever credited to the Accumulation Value.

B is the sum of all interest ever credited to the Minimum Guaranteed Contract Value, including any previous Excess Interest.

If the calculated result is positive, the Excess Interest amount will be credited to the Minimum Guaranteed Contract Value on the Term End Date.

- **Withdrawals; Free Withdrawals**

At or before the Annuity Date and before the death of the Annuitant, You may request a Withdrawal from Your Contract. The Withdrawal amount shall not be greater than the Cash Surrender Value.

A Free Withdrawal amount is provided each Contract Year. If the amount of a Withdrawal in any Contract Year exceeds the Free Withdrawal amount for that Contract Year, such excess Withdrawal will be subject to the applicable Withdrawal Charge and any applicable Market Value Adjustment. Withdrawal Charges will be calculated as defined in the Withdrawal Charge section of Your Contract. Market Value Adjustments will be calculated in accordance with the provisions of any Market Value Adjustment Endorsement attached to Your Contract.

There will be no Withdrawal Charges or Market Value Adjustments applied to the Free Withdrawal amount. The Free Withdrawal amount available each Contract Year will be calculated at the time of the first Withdrawal that Contract Year. The Free Withdrawal amount available to You will be as follows:

1. During the first Contract Year, the Free Withdrawal amount will be equal to [5.00%] of the Accumulation Value as of the date of the first Withdrawal that Contract Year.
2. After the first Contract Year, the Free Withdrawal amount will be equal to 10.00% of the Accumulation Value as of the date of the first Withdrawal that Contract Year.

The Free Withdrawal amount provided each Contract Year is per Contract Year. Any unused portion of the Free Withdrawal amount for a Contract Year cannot be carried over to the following Contract Year.

To take a Withdrawal from Your Contract, You must Notify Us. The minimum amount that You may request to be withdrawn from Your Contract at any time is \$500.

- **Required Minimum Distribution Withdrawals**

The following provisions shall apply only if Your Contract is a Qualified Contract.

Required Minimum Distributions for Your Contract will be calculated under Internal Revenue Code Sections 401, 403, 408, 408A, 457 and current IRS rules regarding minimum distributions, including the Minimum Distribution Withdrawal Factors shown on the following page or as amended by the IRS.

Any Required Minimum Distribution attributable to this Contract will not be subject to Withdrawal Charges or Market Value Adjustments. Any Required Minimum Distribution Withdrawal shall include and is not in addition to the Contract's Free Withdrawal amount.

- **Qualified Contract**

Qualified Contract shall mean any Contract subject to a plan providing special tax treatment under Internal Revenue Code Section 401, 403, 408, 408A, 457 or any other applicable provision of the Internal Revenue Code. Examples might include IRA, Roth IRA, SEP IRA, 401k, Keogh, HR-10 or other similar type of plan.

• Minimum Distribution Withdrawal Factors

Attained Age of Owner	Withdrawal Factor	Attained Age of Owner	Withdrawal Factor
70	27.4	93	9.6
71	26.5	94	9.1
72	25.6	95	8.6
73	24.7	96	8.1
74	23.8	97	7.6
75	22.9	98	7.1
76	22.0	99	6.7
77	21.2	100	6.3
78	20.3	101	5.9
79	19.5	102	5.5
80	18.7	103	5.2
81	17.9	104	4.9
82	17.1	105	4.5
83	16.3	106	4.2
84	15.5	107	3.9
85	14.8	108	3.7
86	14.1	109	3.4
87	13.4	110	3.1
88	12.7	111	2.9
89	12.0	112	2.6
90	11.4	113	2.4
91	10.8	114	2.1
92	10.2	115 and over	1.9

We may defer payment of Withdrawals from Your Contract for up to six months if the insurance regulatory authority of the state in which Your Contract was issued approves such deferral.

• Terminal Illness Waiver of Withdrawal Charges

After the first Contract Year, You may request a payment equal to an amount of up to Your Contract's Cash Surrender Value or the Balanced Allocation Value, whichever is greater, if at the time of the request all of the following requirements are met:

1. The Annuitant or a Joint Annuitant is diagnosed with a Terminal Illness; and
2. The initial diagnosis occurs at least one year after the Contract Date; and
3. The payment request is accompanied by Proof of Terminal Illness.

Any payment made under this provision of Your Contract will not be subject to Withdrawal Charges or Market Value Adjustments.

Terminal Illness means an illness that is expected to cause death within twelve (12) months.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

Proof of Terminal Illness means a written certification of Terminal Illness prepared by a Physician who has examined the Annuitant or the Joint Annuitant and is qualified to provide the certification.

Upon receipt of Proof of Terminal Illness, We may require a second opinion or an examination of the Annuitant or the Joint Annuitant by a medical examiner of Our choice. If the second opinion or examination is requested, the results of the second opinion or examination shall be the basis for approving or disapproving the payment request. We will pay the cost of any second opinion or examination We request.

- **Confinement Waiver of Withdrawal Charges**

After the first Contract Year, You may request a payment equal to an amount of up to Your Contract's Cash Surrender Value or the Balanced Allocation Value, whichever is greater, if at the time of the request all of the following requirements are met:

1. The Annuitant or a Joint Annuitant is confined to a Qualified Care Facility; and
2. Confinement continues for at least sixty (60) consecutive days; and
3. Confinement begins at least one year after the Contract Date; and
4. Confinement is recommended in writing by a Physician; and
5. We receive the payment request and the Physician's written recommendation no later than ninety (90) days following the date the confinement has ceased.

Any payment made under this provision of Your Contract will not be subject to Withdrawal Charges or Market Value Adjustments.

A Qualified Care Facility shall mean a Convalescent Care Facility, Hospice or Hospital as described below:

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; and (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); and (iii) maintains a daily record of each patient which is available for Our review; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; and (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcoholism or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state to treat the injury or sickness causing the confinement, is not an employee of the Qualified Care Facility where the Annuitant or Joint Annuitant is confined and is not a member of the Annuitant or Joint Annuitant's family.

VI. DEATH PAYOUT PROVISIONS

• Death Benefit

The Death Benefit will be equal to the Contract's Cash Surrender Value or the Balanced Allocation Value, whichever is greater, calculated as of the date We receive proof of the Annuitant's death as required below. The Death Benefit will be paid in a lump sum unless the Beneficiary elects to have the Death Benefit paid under any of the Settlement Options provided for in Your Contract. The Death Benefit must be paid in a manner that complies with the applicable requirements of Section 72(s) of the Internal Revenue Code.

The Death Benefit will earn interest at a rate of interest no less than is required by law. The Death Benefit will earn such interest from the date We receive proof of death to the date of payment to the Beneficiary.

The Death Benefit will be paid upon surrender of Your Contract and receipt at Our Administrative Office of proof of the Annuitant's death in a form and manner satisfactory to Us, which shall include:

1. Proof of death of the Annuitant or Joint Annuitants while Your Contract was in effect; and
2. Our claim form from each Beneficiary, properly completed; and
3. Any other documents required by law.

The following rules shall apply unless otherwise permitted by Us in accordance with applicable law:

1. All rights of a Beneficiary, including an irrevocable Beneficiary, will end if such Beneficiary dies before the Annuitant.
2. If no Beneficiary has been named when the Annuitant dies, We will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, We will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
3. If no Beneficiary is alive when the Annuitant dies, We will pay the Death Benefit to the Annuitant's estate. In the case of Joint Annuitants, We will pay the Death Benefit to the estate of the last surviving Joint Annuitant. If the death of both Joint Annuitants occurs simultaneously, the estates of both Joint Annuitants will share the Death Benefit equally.
4. If only one Beneficiary survives the Annuitant, We will pay the entire Death Benefit to such Beneficiary.
5. If You have not designated how the Death Benefit is to be distributed and two or more Beneficiaries survive the Annuitant, the surviving Beneficiaries will share the Death Benefit equally.

6. If You have designated how the Death Benefit is to be distributed and a Beneficiary predeceases the Annuitant, the portion of the Death Benefit designated to the deceased Beneficiary shall be divided among the surviving Beneficiaries on a pro rata basis. In other words, each surviving Beneficiary's interest in the Death Benefit will be divided by the sum of the interests of all surviving Beneficiaries to determine the percentage each surviving Beneficiary will receive of the deceased Beneficiary's original interest in the Death Benefit.

A Beneficiary that is not a natural person will be considered living for purposes of administering these rules.

If the Annuitant dies on or after the Annuity Date and before all of the required annuity payments have been made, all remaining annuity payments will be subject to the above requirements regarding payment of the Death Benefit. Thus, for purposes of determining the amount of and to whom all remaining annuity payments shall be made, We will treat all remaining annuity payments as if they were a Death Benefit.

- **Designated Beneficiary**

Designated Beneficiary as used in the Distribution on Death of Owner section shall mean: (i) the contingent owner named in the application, or as later changed, if any; or (ii) the joint owner or Owners in the case of joint ownership; or (iii) Your estate if no contingent owner is named, and there is no joint owner or Owners.

- **Death of Non-Owner Annuitant**

We will pay the Beneficiary the Death Benefit provided in Your Contract if the Annuitant who is not an Owner dies before the Annuity Date while Your Contract is in effect.

- **Distribution on Death of Owner**

- **Where Owner is not the Annuitant**

If any Owner dies before the Annuity Date while the Annuitant is alive, Your Contract will continue, but the Cash Surrender Value of Your Contract will be distributed to the Designated Beneficiary within five (5) years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Owner's entire interest in Your Contract is payable to the Designated Beneficiary who is an individual; and
2. Such entire interest will be distributed over the life of the Designated Beneficiary or over a period not extending beyond the life expectancy of the Designated Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

- **Where Owner is the Annuitant**

If any Owner who is also the Annuitant dies before the Annuity Date, Your Contract will continue, but the applicable Death Benefit as provided for under the Death Benefit section of Your Contract will be distributed to the Beneficiary within five (5) years after the death of such Owner. However, the above distribution requirement will not apply if:

1. The Death Benefit is payable to the Beneficiary who is an individual; and
2. The Death Benefit will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
3. The distribution begins not later than one year after the Owner's death or such later date as prescribed by the Internal Revenue Service.

In all cases, if the Designated Beneficiary or the Beneficiary is the Owner's surviving spouse on the Owner's death, the surviving spouse will be treated in accordance with Section 72(s)(3) of the Internal Revenue Code as the Owner for purposes of this provision. This results in delaying the distribution requirements under this provision until the death of the surviving spouse. The provision relative to the surviving spouse can only apply once. The provision cannot apply a second time if the surviving spouse continues Your Contract, remarries and then dies.

If any Owner or any Annuitant dies on or after the Annuity Date, any remaining interest in Your Contract will be distributed at least as rapidly as under the method of distribution being used as of the Owner's date of death.

VII. SETTLEMENT OPTIONS

- **Election of Option**

The Designated Beneficiary or Beneficiary may elect to receive the Death Benefit provided by Your Contract under one of the Settlement Options provided in Your Contract. However, the Settlement Option elected must satisfy the applicable distribution requirements of Section 72(s) of the Internal Revenue Code.

Any election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The payee is the person named in writing to receive the payments under the Settlement Option. The payee must be a natural person. No payee shall have the right to assign or transfer any future payments under any option except as provided in the Settlement Option or by law.

Multiple Settlement Options may be elected except in the case where the payout is being made because of the death of an Owner. If more than one Settlement Option is elected, the amount applied under each option must be at least \$5,000. Payments under the Settlement Options elected may start on the same or different dates as agreed by Us.

Payments made quarterly, semiannually or annually may be elected in lieu of monthly payments. The amount of such payments will be furnished upon request. Payments less than \$100 will only be made annually.

- **Settlement Options**

Your Contract will provide the following Settlement Options:

Option 1 - Life Annuity

Monthly payments will be made during the lifetime of the payee. The monthly payments will cease on the death of the payee. No payments will be due after the death of the payee.

Option 2 - Life Annuity with Guaranteed Period

Monthly payments will be made for the guaranteed period elected and thereafter for the lifetime of the payee. The guaranteed periods are 5, 10, 15 or 20 years, or any other period agreed upon in writing by Us. After the guaranteed period, monthly payments will cease on the death of the payee, and no payments will be due after the death of the payee. If the payee dies during the guaranteed period, no payments will be due after the guaranteed period.

Option 3 - Installment Refund Life Annuity

Monthly payments will be made for the Installment Refund Period and thereafter for the lifetime of the payee. The Installment Refund Period is the period required for the sum of the monthly payments to equal the total amount applied under this option. After the Installment Refund Period, monthly payments will cease on the death of the payee, and no payments will be due after the death of the payee. If the payee dies during the Installment Refund Period, no payments will be due after the Installment Refund Period.

Option 4 - Joint and Last Survivor Annuity

Monthly payments will be made for the joint lifetime of two persons and in an equal amount during the remaining lifetime of the survivor. Payments will cease on the death of the last survivor. No payments will be due after the death of the last survivor. Payments may also be made to the survivor in an amount equal to $\frac{2}{3}$ or $\frac{1}{2}$ of the payment made during the joint lifetime of the two persons.

Annuity Settlement Option factors for Option 4 will be furnished upon request.

Option 5 - Fixed Period Annuity

Monthly payments will be made for the fixed period elected. Payments will cease at the end of the fixed period and no further payments will be due. The fixed period that may be elected is any period from 5 to 30 years.

The guaranteed monthly income rates in Your Contract are based on an interest rate of 1.50% and where mortality is involved, the Annuity 2000 Table developed by the Society of Actuaries projected for 20 years using 100% of Projection Scale G, with gender specific rates. If the same income rates are required for males and females, the guaranteed monthly income rates for Annuity Settlement Options that involve mortality assume that Annuitants are 60% female and 40% male. We may offer guaranteed monthly income rates that are more favorable than those contained in Your Contract.

Males - Option One, Two, and Three Monthly Income Rates per \$1,000 of Proceeds						
Period Certain & Life						
Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	3.85	3.84	3.81	3.73	3.61	3.48
65	4.46	4.44	4.35	4.20	3.96	3.88
70	5.29	5.23	5.04	4.72	4.30	4.39
75	6.41	6.28	5.86	5.25	4.56	5.03
80	7.98	7.65	6.78	5.70	4.73	5.86
85+	N/A	9.40	7.66	6.01	4.80	N/A

Females - Option One, Two, and Three Monthly Income Rates per \$1,000 of Proceeds						
Period Certain & Life						
Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	3.52	3.51	3.49	3.46	3.39	3.28
65	4.02	4.01	3.97	3.90	3.76	3.65
70	4.72	4.70	4.61	4.43	4.15	4.13
75	5.73	5.66	5.43	5.02	4.48	4.75
80	7.18	7.00	6.42	5.56	4.70	5.56
85+	N/A	8.81	7.43	5.95	4.79	N/A

**Non gender-specific - Option One, Two, and Three
Monthly Income Rates per \$1,000 of Proceeds**

Period Certain & Life						
Age	Life	5 Years	10 Years	15 Years	20 Years	Install Refund
60	3.65	3.65	3.62	3.57	3.48	3.36
65	4.20	4.18	4.13	4.02	3.85	3.74
70	4.95	4.91	4.78	4.55	4.21	4.23
75	6.00	5.91	5.61	5.12	4.52	4.86
80	7.50	7.26	6.56	5.62	4.71	5.69
85+	N/A	9.05	7.53	5.98	4.80	N/A

**Option Five
Monthly Income Rates per \$1,000 of Proceeds**

Number Years	Monthly Payment
5	17.28
10	8.96
15	6.20
20	4.81
25	3.99
30	3.44

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- **Single Premium Indexed Deferred Annuity Contract**

Monthly income commencing on Annuity Date. Option to change type of Settlement Option payable. Non-Participating. Aviva Life and Annuity Company is a Stock Company.

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**FIXED STRATEGY RIDER
TO AN INDEXED DEFERRED ANNUITY CONTRACT****RIDER DATA PAGE****RIDER DATA ELEMENTS**

Contract Number	[Specimen]
Initial Fixed Interest Rate* [(This rate includes a first year interest rate bonus of 0.00%.)]	[3.00%]
Minimum Fixed Interest Rate*	[2.00%]
Minimum Guaranteed Contract Value Interest Rate	[2.25%]

* These Fixed Interest Rates will be reduced by any applicable Rider Charges before calculating the Interest Earnings for Your Contract.

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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- **The Rider**

This Fixed Strategy Rider ("Strategy Rider") shall be attached to and made part of Your Contract and is subject to all the terms, conditions and provisions contained in Your Contract. To the extent there are any conflicts between the provisions of this Strategy Rider and the provisions of Your Contract, the provisions of this Strategy Rider shall control.

Interest Earnings for the Fixed Strategy shall be calculated in the manner provided by this Strategy Rider.

- **Term**

The Term is a length of time, expressed in whole years. The Term shall be equal to one (1) year. The initial Term shall begin on the Contract Date. Upon expiration of each Term on its Term End Date, a new Term will become effective.

- **Term End Date**

The Term End Date shall be the last day of a Term. The Term End Date shall be the same numbered day as the Contract Date. Hypothetical example: If the Contract Date is January 10, 2010, and the Term is 1 year, then the Term End Date is January 10, 2011.

- **Interest Earnings**

Interest Earnings will be calculated and added to the Accumulation Value of Your Contract on each day after the Contract Date. Interest Earnings will be calculated utilizing the Fixed Interest Rates in effect on such day and shall be equal to $(A \times B)$ where:

A is the Accumulation Value at the end of the previous day.

B is the Daily Net Rate.

The Daily Net Rate on any day is the interest rate that when compounded over a one (1) year period is equal to $(A - B)$ where:

A is the Initial or Renewal Fixed Interest Rate in effect on that day.

B is the sum of the Rider Charges for any other riders attached to Your Contract on that day.

The Daily Net Rate as calculated above will never be less than zero.

We will declare Initial and Renewal Fixed Interest Rates that will determine the Interest Earnings added to the Accumulation Value of Your Contract. The Initial Fixed Interest Rate is guaranteed for the first Term only and is shown on the Rider Data Page.

At the end of each Term, We will declare a Renewal Fixed Interest Rate. The Renewal Fixed Interest Rate will be guaranteed for one Term only and is guaranteed to never be less than the Minimum Fixed Interest Rate shown on the Rider Data Page.

- **Balanced Allocation Factor**

On any date, the Balanced Allocation Factor under Your Contract shall be equal to zero (0).

- **Termination**

Neither You nor We may elect to terminate this Strategy Rider once it has been attached to and made part of Your Contract. The Strategy Rider will terminate only upon the earliest of (1), (2) or (3) where:

- 1 is the date on which the Death Benefit is paid.
- 2 is the date on which a Settlement Option is elected.
- 3 is the date on which Your Contract is surrendered for its Cash Surrender Value.



Michael H. Miller
Secretary

BALANCED ALLOCATION STRATEGY RIDER TO AN INDEXED DEFERRED ANNUITY CONTRACT

RIDER DATA PAGE

RIDER DATA ELEMENTS

Contract Number	[Specimen]
Term (years 1-[12])	[2 years]
Minimum Term (years [13+])	[1 year]
Minimum Guaranteed Contract Value Interest Rate	[2.25%]
[Initial S&P 500 Index Price]	[1200]

STRATEGY OPTION ON THE CONTRACT DATE

Balanced Allocation Strategy - Option A	[√]
[Balanced Allocation Strategy - Option B]	[]
[Balanced Allocation Strategy - Option C]	[]
[Balanced Allocation Strategy - Option D]	[]
If more than one Strategy Option is available, only one Strategy Option may be selected each Term.	

INITIAL STRATEGY OPTION COMPONENTS

	Option A	[Option B]	[Option C]	[Option D]
Initial Index Allocation Percentage(s)				
[S&P 500 Index]	[70%]	[60%]	[50%]	[40%]
Initial Declared Rate Allocation Percentage	[30%]	[40%]	[50%]	[60%]
Initial Declared Rate	[3.00%]	[3.00%]	[3.00%]	[3.00%]
Initial Rider Charge	[3.00%]	[2.00%]	[1.00%]	[0.00%]

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

RIDER DATA PAGE • Continued

GUARANTEED STRATEGY OPTION COMPONENTS
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	Option A	[Option B]	[Option C]	[Option D]
Minimum Index Allocation Percentages (years 1-[12])				
[S&P 500 Index]	[20%]	[15%]	[10%]	[5%]
Minimum Index Allocation Percentages (years [13+])				
[S&P 500 Index]	[20%]	[15%]	[10%]	[5%]
Minimum Declared Rate (years 1-[12])	[1.50%]	[1.50%]	[1.50%]	[1.50%]
Minimum Declared Rate (years [13+])	[1.50%]	[1.50%]	[1.50%]	[1.50%]
Maximum Rider Charge (years 1-[12])	[5.00%]	[4.00%]	[3.00%]	[2.00%]
Maximum Rider Charge (years [13+])	[5.00%]	[4.00%]	[3.00%]	[2.00%]

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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GENERAL RIDER PROVISIONS

- **The Rider**

This Balanced Allocation Strategy Rider ("Strategy Rider") shall be attached to and made part of Your Contract and is subject to all the terms, conditions and provisions contained in Your Contract. To the extent there are any conflicts between the provisions of this Strategy Rider and the provisions of Your Contract, the provisions of this Strategy Rider shall control.

Interest Earnings for the Balanced Allocation Strategy Options shall be calculated in the manner provided by this Strategy Rider.

There is a charge for this Strategy Rider.

- **Term**

The Term is a length of time, expressed in whole years. The initial Term is shown on the Rider Data Page and shall begin on the Contract Date. Upon expiration of each Term on its Term End Date, a new Term will be declared and become effective. Each new Term beginning before the expiration of the Withdrawal Charge Rate Schedule will be equal to the initial Term. Each new Term beginning after the expiration of the Withdrawal Charge Rate Schedule is guaranteed to never be less than the Minimum Term shown on the Rider Data Page nor greater than the initial Term.

- **Term End Date**

The Term End Date shall be the last day of a Term. The Term End Date shall be the same numbered day as the Contract Date. Hypothetical example: If the Contract Date is January 10, 2010, and the Term is 2 years, then the Term End Date is January 10, 2012.

- **Notification Date**

For each Term End Date there shall be a Notification Date. The Notification Date shall be four (4) Business Days before each Term End Date.

- **Business Day**

Business Day shall mean any day of the week except for Saturday, Sunday and U.S. Federal holidays.

- **Balanced Allocation Strategy Options**

Interest Earnings shall be calculated using a Balanced Allocation Strategy Option ("Strategy Option"). The Strategy Options available on the Contract Date and the Initial Strategy Option Components are shown on the Rider Data Page. Interest Earnings will be calculated each Term utilizing the Strategy Option You select, until such time as You Notify Us to change the Strategy Option. The Strategy Option You selected on the Contract Date is shown on Rider Data Page. You must Notify Us of a change to Your Strategy Option on or before the Notification Date. A Strategy Option change will become effective on the first day of a Term. You may select only one Strategy Option for each Term.

- **Interest Earnings**

Once each Term on the Crediting Date, We will calculate Interest Earnings, if any, which will be added to the Accumulation Value of Your Contract. **Interest Earnings will be calculated and added to the Accumulation Value only on a Crediting Date.** Interest Earnings on each Crediting Date will be calculated utilizing the Strategy Option in effect at that time and shall be equal to $(A \times B)$ where:

A is the Accumulation Value on the Crediting Date.

B is the Interest Earnings Factor on the Crediting Date.

The Interest Earnings as calculated above will never be less than zero.

The Initial Strategy Option Components used in the calculation of Interest Earnings for each Strategy Option are shown on the Rider Data Page.

- **Interest Earnings Factor**

For any date during a Term, including the Term End Date, the Interest Earnings Factor for the Strategy Option in effect at that time shall be equal to $[(A + B) - C]$ where:

A reflects the portion of the Interest Earnings Factor attributable to the Index Allocation Percentage and is equal to the sum of: the Index Change for each Index included in the Strategy Option, for the date for which the Interest Earnings Factor is calculated, times the Index Allocation Percentage for that Index.

B reflects the portion of the Interest Earnings Factor attributable to the Declared Rate Allocation Percentage and is equal to $[(B1) \times (B2)]$ where:

B1 is the Declared Rate Allocation Percentage for the Term.

B2 is the Declared Rate Change for the date for which the Interest Earnings Factor is calculated.

C reflects the total charges applicable for the Term and is equal to $(1 + A + B) - [(1 + A + B)^{(1/ET)} - TRC]^{ET}$ where:

A and B are as defined above.

ET is the Elapsed Term for the date for which the Interest Earnings Factor is calculated.

TRC is the Total Rider Charge for the Term.

The Interest Earnings Factor as calculated above will never be less than zero. In the calculation of the Interest Earnings Factor for the initial Term, the previous Term End Date shall be the Contract Date.

- **Crediting Date**

The Crediting Date shall be the date on which Interest Earnings are calculated and added to the Accumulation Value. The Crediting Date for a Term shall be the earliest of (A), (B), or (C) where:

A is the Term End Date.

B is the date on which the Death Benefit is paid.

C is the date on which a Settlement Option is elected.

- **Index Allocation Percentages**

Index Allocation Percentages are used in the calculation of Interest Earnings under this Strategy Rider. The Initial Index Allocation Percentages for each Strategy Option are shown on the Rider Data Page and are guaranteed for the first Term only. New Index Allocation Percentages will be declared and become effective at the beginning of each Term. The new Index Allocation Percentages are guaranteed for one Term only and are guaranteed to never be less than the Minimum Index Allocation Percentages shown on the Rider Data Page.

- **Index Change**

On any date during a Term, including the Term End Date, the Index Change for each Index shall be equal to $[(A - B) / B]$ where:

A is the Index Price for the Index on that date.

B is the Index Price for the Index on the previous Term End Date.

The Index Change as calculated above may be positive, negative or zero.

- **Index Price**

The Index Price for an Index for any date, including the Contract Date or any Term End Date, shall be the closing price of the Index on that date. The closing price of an Index shall be the price reported by a third-party source at a consistent time each day. Any change in the reported price at a later time will not be reflected in the Index Price used to calculate the Index Change.

If the Index Price for an Index is not available for any date, the Index Price used for that date will be the Index Price on the first preceding day for which the Index Price is available.

Indexes do not include dividends. If an Index is discontinued, if We are unable to utilize it or if the calculation of an Index is changed substantially, We will substitute a suitable index and notify You of the change.

The Initial Index Price for each Index is shown on the Rider Data Page.

- **Elapsed Term**

The Elapsed Term for any date is the length of time, expressed in whole and partial years, between the previous Term End Date and that date. For dates other than Contract Anniversaries, the Elapsed Term will be rounded to two decimal places. The Elapsed Term for the Term End Date is equal to the Term.

- **Declared Rate Allocation Percentage**

The Declared Rate Allocation Percentage, if applicable, is used in the calculation of Interest Earnings under this Strategy Rider. The Initial Declared Rate Allocation Percentage for each Strategy Option is shown on the Rider Data Page and is guaranteed for the first Term only. For each Strategy Option, the Declared Rate Allocation Percentage on any date shall be equal to 100% minus the sum of the Index Allocation Percentages for that Strategy Option, but never less than zero (0).

- **Declared Rate**

The Declared Rate, if applicable, is used in the calculation of Interest Earnings under this Strategy Rider. The Initial Declared Rate for each Strategy Option is shown on the Rider Data Page and is guaranteed for the first Term only. For each Strategy Option, a new Declared Rate will become effective at the beginning of each Term. The new Declared Rate is guaranteed for one Term only and is guaranteed to never be less than the Minimum Declared Rate shown on the Rider Data Page for that Strategy Option.

- **Declared Rate Change**

For any date during a Term, including the Term End Date, the Declared Rate Change for the Strategy Option in effect at that time shall be equal to $[(1 + D)^{ET} - 1]$ where:

D is the Declared Rate for the Term.

ET is the Elapsed Term as of that date.

The Declared Rate Change as calculated above will never be less than zero.

- **Total Rider Charge**

The Total Rider Charge is used in the calculation of Interest Earnings under this Strategy Rider. For any date during a Term, including the Term End Date, the Total Rider Charge for the Strategy Option in effect at that time shall be equal to the sum of the rider charges for any riders, including this Strategy Rider, attached to Your Contract on that date. Before summing the rider charges, the rider charge for each rider will be multiplied by (RT / ET) where:

RT is the Elapsed Term or, if less, the number of years between the previous Term End Date and the date rider charges for that rider stop, rounded to two decimal places.

ET is the Elapsed Term.

- **Rider Charge**

The Rider Charge is an annual rate used in the calculation of Interest Earnings under this Strategy Rider. The Initial Rider Charge for each Strategy Option is shown on the Rider Data Page and is guaranteed for the first Term only. For each Strategy Option, a new Rider Charge will be declared and become effective at the beginning of each Term. The new Rider Charge is guaranteed for one Term only and is guaranteed to never be greater than the Maximum Rider Charge shown on the Rider Data Page for that Strategy Option.

- **Balanced Allocation Factor**

For any date during a Term, the Balanced Allocation Factor shall be equal to the Interest Earnings Factor. The Balanced Allocation Factor on any Term End Date shall be equal to 0, which means the Balanced Allocation Value on that date shall be equal to the Accumulation Value.

- **Impact on Free Withdrawals**

If You make a Free Withdrawal during a Term, the Free Withdrawal amount paid to You will include interest from the beginning of the Term to the date of the Withdrawal. The interest attributable to the Free Withdrawal will be calculated using the Balanced Allocation Factor. As a result, the amount deducted from the Accumulation Value will equal the Free Withdrawal amount paid to You divided by one (1) plus the Balanced Allocation Factor. This means the amount of any Free Withdrawal paid to You may be greater than the amount actually deducted from the Accumulation Value.

The entire amount of any Required Minimum Distribution Withdrawal, or payment received under the Confinement Waiver of Withdrawal Charges or Terminal Illness Waiver of Withdrawal Charges provisions of the Contract shall receive the same treatment as described above.

- **Termination**

Neither You nor We may elect to terminate this Strategy Rider once it has been attached to and made part of Your Contract. The Strategy Rider will terminate only upon the earliest of (1), (2) or (3) where:

1 is the date on which the Death Benefit is paid.

2 is the date on which a Settlement Option is elected.

3 is the date on which Your Contract is surrendered for its Cash Surrender Value.


Michael H. Miller
Secretary

MARKET VALUE ADJUSTMENT ENDORSEMENT
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Maximum Negative Market Value Adjustment Percentage	[75%]
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- **The Endorsement**

This Market Value Adjustment Endorsement ("Endorsement") shall be attached to and made part of Your Contract and is subject to all the terms, conditions and provisions contained in Your Contract. To the extent there are any conflicts between the provisions of this Endorsement and the provisions of Your Contract, the provisions of this Endorsement shall control. The effective date of this Endorsement is the Contract Date stated on Your Contract Data Page. This Endorsement will terminate upon expiration of the Withdrawal Charge Rate Schedule also shown on Your Contract Data Page. There is no charge for this Endorsement.

This Endorsement adds a Market Value Adjustment provision and a Market Value Adjustment Factor to Your Contract.

- **Market Value Adjustment**

A Market Value Adjustment will be applied to any portion of a surrender or Withdrawal that is subject to a Withdrawal Charge and shall be calculated as a separate adjustment that is in addition to any applicable Withdrawal Charge. A Market Value Adjustment will not be applied to any portion of a surrender or Withdrawal that is not subject to a Withdrawal Charge; to any surrender or Withdrawal taken after the Death of any Owner, even if some or all of the surrender or Withdrawal taken after the Death of an Owner is subject to a Withdrawal Charge; or to any payments made by Us in settlement of Your Contract's Death Benefit.

A Market Value Adjustment shall be equal to $(A \times B)$ where:

A is the surrender or Withdrawal amount that is subject to a Market Value Adjustment; and

B is the Market Value Adjustment Factor(s) applicable to the surrender or Withdrawal amount.

The Market Value Adjustment applicable to each surrender or Withdrawal amount can be positive or negative.

A positive Market Value Adjustment will increase the surrender or Withdrawal amount payable, but in no event will the surrender or Withdrawal amount payable ever be increased by more than the Withdrawal Charges applicable to the amount surrendered or withdrawn.

A negative Market Value Adjustment will decrease the surrender or Withdrawal amount payable, but in no event will the surrender or Withdrawal amount payable ever be decreased by more than the Maximum Negative Market Value Adjustment.

The Maximum Negative Market Value Adjustment at any time shall be equal to $[A \times (B - C)] - D$ where:

A is the Maximum Negative Market Value Adjustment Percentage.

B is the Accumulation Value after the surrender or Withdrawal made on the date the Market Value Adjustment is calculated.

C is the Market Value Adjustment Base.

D is any previous negative Market Value Adjustments deducted from Your Contract.

In the above calculation, the Market Value Adjustment Base shall be equal to C1 minus C2 minus C3 where:

C1 is the Premium.

C2 is any Free Withdrawal amounts paid to You including any Free Withdrawal amount paid to You on the date the Market Value Adjustment is calculated.

C3 is gross Withdrawals of any type from the Accumulation Value with respect to Withdrawals that are in excess of any Free Withdrawal amounts paid to You, including any such Withdrawals or surrender made on the date the Market Value Adjustment is calculated.

The Market Value Adjustment Base may be positive, negative or zero.

• **Market Value Adjustment Factor**

A Market Value Adjustment Factor will be used in the calculation of the Market Value Adjustment for any portion of a surrender or Withdrawal that is subject to a Market Value Adjustment. For purposes of calculating a Market Value Adjustment Factor, Your Contract will be assigned a Beginning 10-Year Constant Maturity Treasury Series rate. The Beginning 10-Year Constant Maturity Treasury Series rate will be the closing rate for the 10-Year Constant Maturity Treasury Series published by the Federal Reserve two (2) days before the Contract Date.

The Market Value Adjustment Factor shall be equal to $[0.50 \times (A - B) \times N/12]$ where:

A is the Beginning 10-Year Constant Maturity Treasury Series rate.

B is the closing rate for the 10-Year Constant Maturity Treasury Series published by the Federal Reserve two (2) days before the surrender or Withdrawal is processed by Us, plus 0.25%.

N is the number of complete Contract Months remaining before the Withdrawal Charge Rate Schedule expires, calculated from the date the surrender or Withdrawal is processed by Us.

If a closing rate for the 10-Year Constant Maturity Treasury Series is not available on any day for which a closing rate is needed, then the closing rate as of the first preceding day for which a closing rate is available will be used.

If the 10-Year Constant Maturity Treasury Series rates published by the Federal Reserve are discontinued, or if We are unable for any reason to utilize the 10-Year Constant Maturity Treasury Series rates published by the Federal Reserve, or if the calculation of these rates are substantially changed, We will substitute another method of determining the rates that will be used in the above calculation and We will notify You of such change at Your last known address.



Mike Miller
Secretary

ENHANCED DEATH BENEFIT RIDER**RIDER DATA PAGE****RIDER DATA ELEMENTS**

Contract Number	[Specimen]
Effective Date	[01/10/2010]
Rider Charge	[0.60%]
Rider Charge Stop Date	[01/10/2030]
Annual Dollar-for-Dollar Withdrawal Limit Percentage	[4.00%]
Enhanced Death Benefit Interest Rate	[4.00%]

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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GENERAL RIDER PROVISIONS

- **The Rider**

This Enhanced Death Benefit Rider ("Rider") shall be attached to and made part of Your Contract and is subject to all the terms, conditions and provisions contained in Your Contract. To the extent there are any conflicts between the provisions of this Rider and the provisions of Your Contract, the provisions of this Rider shall control. This Rider has been issued based on the applicant's affirmative election of the Rider.

This Rider guarantees that any Death Benefit payable under the Death Benefit provision of Your Contract will be no less than the Enhanced Death Benefit defined below.

There is a charge for this Rider.

- **Effective Date**

Coverage provided by this Rider shall be effective as of the Effective Date shown on the Rider Data Page.

- **Rider Charge**

The Rider Charge is an annual rate used in the calculation of Interest Earnings as described in the Strategy Rider attached to Your Contract. The Rider Charge is shown on the Rider Data Page and is guaranteed for the life of the Rider.

- **Rider Charge Stop Date**

The Rider Charge Stop Date shall be the date on which the Rider Charge will no longer apply. The Rider Charge Stop Date shall be the Contract Anniversary following the Annuitant's (or, if applicable, the older Joint Annuitant's) age [90], unless the Rider is terminated earlier by the Beneficiary as provided for in the Rider Continuation section of this Rider.

- **Enhanced Death Benefit**

On the Effective Date, the Enhanced Death Benefit shall be equal to the Premium paid for Your Contract, reduced by any applicable Premium Tax.

Between the Effective Date and the Rider Charge Stop Date, the Enhanced Death Benefit shall be equal to the Enhanced Death Benefit as of the Effective Date less any Dollar-for-Dollar Withdrawals and any Proportional Withdrawals, all accumulated at the Enhanced Death Benefit Interest Rate shown on the Rider Data Page.

Between the Rider Charge Stop Date and the date this Rider terminates, the Enhanced Death Benefit shall be equal to the Enhanced Death Benefit as of the Rider Charge Stop Date less any Dollar-for-Dollar Withdrawals and any Proportional Withdrawals after the Rider Charge Stop Date. This means the Enhanced Death Benefit will no longer accumulate interest after the Rider Charge Stop Date.

- **Dollar-for-Dollar Withdrawal**

For purposes of this Rider only, a Dollar-for-Dollar Withdrawal shall be defined as all or any portion of a Withdrawal taken during a Contract Year that, when added to the total amount of all previous Withdrawals taken during that Contract Year, is less than or equal to the Annual Dollar-for-Dollar Withdrawal Limit. A Dollar-for-Dollar Withdrawal will reduce the Enhanced Death Benefit by the amount paid with respect to such Dollar-for-Dollar Withdrawal.

- **Proportional Withdrawal**

For purposes of this Rider only, a Proportional Withdrawal shall be defined as all or any portion of a Withdrawal taken during a Contract Year that, when added to the total amount of all previous Withdrawals taken during that Contract Year, is greater than the Annual Dollar-for-Dollar Withdrawal Limit. Proportional Withdrawals will reduce the Enhanced Death Benefit on a proportional basis after all Dollar-for-Dollar Withdrawals have been deducted.

The reduction in the Enhanced Death Benefit for a Proportional Withdrawal on any day shall be an amount equal to the Enhanced Death Benefit multiplied by $[1 - (A / B)]$ where:

A is the Accumulation Value after the Dollar-for-Dollar Withdrawal and the Proportional Withdrawal.

B is the Accumulation Value after the Dollar-for-Dollar Withdrawal but before the Proportional Withdrawal.

- **Annual Dollar-for-Dollar Withdrawal Limit**

We will calculate an Annual Dollar-for-Dollar Withdrawal Limit each Contract Year equal to the Accumulation Value on the day of the first Withdrawal that Contract Year multiplied by the Annual Dollar-for-Dollar Withdrawal Limit Percentage.

- **Annual Dollar-for-Dollar Withdrawal Limit Percentage**

The Annual Dollar-for-Dollar Withdrawal Limit Percentage is used in the calculation of the Annual Dollar-for-Dollar Withdrawal Limit and is shown on the Rider Data Page.

- **Impact on Death Benefit**

If a Death Benefit is determined under the Death Benefit provision of Your Contract, and it is less than the Enhanced Death Benefit on the date We receive at Our Administrative Office due proof of death of the Annuitant as required under the Death Benefit provision of Your Contract, then the Death Benefit will be increased to equal the Enhanced Death Benefit.

- **Annuity Date**

In the Annuity Date provision of Your Contract, the Annuity Date shall be amended to equal the latest of: a) the Annuity Date in Your Contract; or b) the first Term End Date on or following the Annuitant's 95th birthday. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Impact at Annuity Date**

The Cash Surrender Value of Your Contract will be increased, on the Annuity Date, to an amount equal to the Enhanced Death Benefit before determining the amount of annuity payments if all of the following conditions are met:

1. Your Contract is in effect on the Annuity Date; and
2. The Cash Surrender Value on the Annuity Date is less than the Enhanced Death Benefit; and
3. The Cash Surrender Value is applied under any of the Settlement Options available under Your Contract.

- **Rider Continuation**

If Your Contract is continued by the Beneficiary in accordance with the provisions of Your Contract, and provided such continuation does not conflict with Section 72(s) of the Internal Revenue Code, this Rider will also continue. However, within 180 calendar days of the date Your Contract is continued, the Beneficiary may elect to terminate this Rider. An election by the Beneficiary to terminate this Rider will cause any potential value associated with the Enhanced Death Benefit to be forfeited. The effective date of a termination of this Rider shall be the date We receive Notice from the Beneficiary.

We may, at Our discretion and before the death of any Annuitant, permit the transfer of this Rider to a new annuity Contract issued by Us. The Annuitant(s) under Your Contract must be the same as the Annuitant(s) under the new annuity Contract, and the Owner(s) under Your Contract must be the same as the Owner(s) under the new annuity Contract. This Rider can only be transferred to a new annuity Contract upon full surrender of Your Contract. Once the Rider has been transferred to a new annuity Contract, the new annuity Contract will become the Contract under the provisions of this Rider. A transfer of this Rider to any successor Contract will not change the Effective Date, the Rider Charge or any of the values or provisions available under the Rider. However, the method of deducting the Rider Charge will be governed by the provisions of the successor Contract.

- **Termination**

Neither You nor We may elect to terminate this Rider once it has been attached to and made part of Your Contract. The Rider will terminate only upon the earliest of (1), (2), (3) or (4) where:

- 1 is the date on which the Death Benefit is paid.
- 2 is the date on which a Settlement Option is elected.
- 3 is the date on which Your Contract is surrendered for its Cash Surrender Value, unless the Rider is transferred to a new annuity Contract as provided for in the Rider Continuation section of this Rider.
- 4 is the date on which the Beneficiary elects to terminate the Rider as provided for in the Rider Continuation section of this Rider.

If Your Contract is surrendered before the payment of a Death Benefit or the election of a Settlement Option on the Annuity Date, or the Rider is terminated by the Beneficiary as set forth above, any potential value associated with the Enhanced Death Benefit will be forfeited.

- **Non-Participating**

This Rider is Non-Participating and does not share in the profits or surplus of the Company.


Michael H. Miller
Secretary

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PREMIUM BONUS RIDER WITH ENHANCED DEATH BENEFIT
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RIDER DATA PAGE

RIDER DATA ELEMENTS	
Contract Number	[Specimen]
Effective Date	[01/10/2010]
Rider Charge	[0.95%]
Rider Charge Stop Date	[01/10/2025]
Premium Bonus Percentage	[5.00%]
Annual Dollar-for-Dollar Withdrawal Limit Percentage	[4.00%]
Enhanced Death Benefit Interest Rate	[4.00%]

Recapture Charge Rate Schedule	
Contract Year	Rate
1	[4.70%]
2	[4.70%]
3	[4.70%]
4	[4.70%]
5	[4.70%]
6	[4.70%]
7	[4.70%]
8	[4.70%]
There are no Recapture Charges applicable after the eighth anniversary of the Effective Date or to amounts withdrawn that are less than or equal to Your Contract's Free Withdrawal amount.	

ALL INTEREST RATES ARE EFFECTIVE ANNUAL RATES.

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GENERAL RIDER PROVISIONS

- **The Rider**

This Premium Bonus Rider with Enhanced Death Benefit ("Rider") shall be attached to and made part of Your Contract and is subject to all the terms, conditions and provisions contained in Your Contract. To the extent there are any conflicts between the provisions of this Rider and the provisions of Your Contract, the provisions of this Rider shall control. This Rider has been issued based on the applicant's affirmative election of the Rider.

This Rider adds a Premium Bonus to Your Contract's Accumulation Value on the Effective Date. It also guarantees that any Death Benefit payable under the Death Benefit provision of Your Contract will be no less than the Enhanced Death Benefit defined below.

There is a charge for this Rider.

- **Effective Date**

Coverage provided by this Rider shall be effective as of the Effective Date shown on the Rider Data Page.

- **Rider Charge**

The Rider Charge is an annual rate used in the calculation of Interest Earnings as described in the Strategy Rider attached to Your Contract. The Rider Charge is shown on the Rider Data Page and is guaranteed for the life of the Rider.

- **Rider Charge Stop Date**

The Rider Charge Stop Date shall be the date on which the Rider Charge will no longer apply. The Rider Charge Stop Date shall be the later of the Contract Anniversary following the Annuitant's (or, if applicable, the older Joint Annuitant's) age [85] or the [8th] anniversary of the Effective Date, unless the Rider is terminated earlier by the Beneficiary as provided for in the Rider Continuation section of this Rider.

- **Premium Bonus**

We will calculate a Premium Bonus on the Effective Date equal to the Premium paid for Your Contract multiplied by the Premium Bonus Percentage.

The Premium Bonus will be credited to the Contract's Accumulation Value on the Effective Date.

When calculating Excess Interest under the Contract, the Premium Bonus will not be included in the sum of all Interest Earnings ever credited to the Accumulation Value.

- **Premium Bonus Percentage**

The Premium Bonus Percentage is used in the calculation of the Premium Bonus and is shown on the Rider Data Page.

- **Enhanced Death Benefit**

On the Effective Date, the Enhanced Death Benefit shall be equal to the Premium paid for Your Contract, reduced by any applicable Premium Tax.

Between the Effective Date and the Rider Charge Stop Date, the Enhanced Death Benefit shall be equal to the Enhanced Death Benefit as of the Effective Date less any Dollar-for-Dollar Withdrawals and any Proportional Withdrawals, all accumulated at the Enhanced Death Benefit Interest Rate shown on the Rider Data Page.

Between the Rider Charge Stop Date and the date this Rider terminates, the Enhanced Death Benefit shall be equal to the Enhanced Death Benefit as of the Rider Charge Stop Date less any Dollar-for-Dollar Withdrawals and any Proportional Withdrawals after the Rider Charge Stop Date. This means the Enhanced Death Benefit will no longer accumulate interest after the Rider Charge Stop Date.

- **Accumulation Value**

The formula used in Your Contract to calculate the Accumulation Value shall be amended to equal $(A + B - C)$ where:

A is the Premium, plus any Premium Bonus calculated on the Effective Date.

B is Interest Earnings that are credited.

C is Withdrawals, payments, charges or adjustments of any type that are deducted.

- **Withdrawal Charge**

The formula used in Your Contract to calculate the Withdrawal Charge shall be amended to equal $[(A - B) \times (C + D)]$ where:

A is the amount of the Withdrawal, not to be greater than the Accumulation Value.

B is the amount deducted from the Accumulation Value with respect to the Free Withdrawal amount available and remaining in the Contract Year.

C is the applicable Withdrawal Charge Rate shown on the Contract Data Page.

D is the applicable Recapture Charge Rate shown on the Rider Data Page.

- **Dollar-for-Dollar Withdrawal**

For purposes of this Rider only, a Dollar-for-Dollar Withdrawal shall be defined as all or any portion of a Withdrawal taken during a Contract Year that, when added to the total amount of all previous Withdrawals taken during that Contract Year, is less than or equal to the Annual Dollar-for-Dollar Withdrawal Limit. A Dollar-for-Dollar Withdrawal will reduce the Enhanced Death Benefit by the amount paid with respect to such Dollar-for-Dollar Withdrawal.

- **Proportional Withdrawal**

For purposes of this Rider only, a Proportional Withdrawal shall be defined as all or any portion of a Withdrawal taken during a Contract Year that, when added to the total amount of all previous Withdrawals taken during that Contract Year, is greater than the Annual Dollar-for-Dollar Withdrawal Limit. Proportional Withdrawals will reduce the Enhanced Death Benefit on a proportional basis after all Dollar-for-Dollar Withdrawals have been deducted.

The reduction in the Enhanced Death Benefit for a Proportional Withdrawal on any day shall be an amount equal to the Enhanced Death Benefit multiplied by $[1 - (A / B)]$ where:

A is the Accumulation Value after the Dollar-for-Dollar Withdrawal and the Proportional Withdrawal.

B is the Accumulation Value after the Dollar-for-Dollar Withdrawal but before the Proportional Withdrawal.

- **Annual Dollar-for-Dollar Withdrawal Limit**

We will calculate an Annual Dollar-for-Dollar Withdrawal Limit each Contract Year equal to the Accumulation Value on the day of the first Withdrawal that Contract Year multiplied by the Annual Dollar-for-Dollar Withdrawal Limit Percentage.

- **Annual Dollar-for-Dollar Withdrawal Limit Percentage**

The Annual Dollar-for-Dollar Withdrawal Limit Percentage is used in the calculation of the Annual Dollar-for-Dollar Withdrawal Limit and is shown on the Rider Data Page.

- **Impact on Death Benefit**

If a Death Benefit is determined under the Death Benefit provision of Your Contract, and it is less than the Enhanced Death Benefit on the date We receive at Our Administrative Office due proof of death of the Annuitant as required under the Death Benefit provision of Your Contract, then the Death Benefit will be increased to equal the Enhanced Death Benefit.

- **Annuity Date**

In the Annuity Date provision of Your Contract, the Annuity Date shall be amended to equal the latest of: a) the Annuity Date in Your Contract; b) the first Term End Date on or following the Annuitant's 95th birthday; or c) the [24th] anniversary of the Effective Date. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Impact at Annuity Date**

The Cash Surrender Value of Your Contract will be increased, on the Annuity Date, to an amount equal to the Enhanced Death Benefit before determining the amount of annuity payments if all of the following conditions are met:

1. Your Contract is in effect on the Annuity Date; and
2. The Cash Surrender Value on the Annuity Date is less than the Enhanced Death Benefit; and
3. The Cash Surrender Value is applied under any of the Settlement Options available under Your Contract.

- **Rider Continuation**

If Your Contract is continued by the Beneficiary in accordance with the provisions of Your Contract, and provided such continuation does not conflict with Section 72(s) of the Internal Revenue Code, this Rider will also continue. However, within 180 calendar days of the date Your Contract is continued, the Beneficiary may elect to terminate this Rider, except for the amendments described in the Accumulation Value and Withdrawal Charge sections of this Rider which shall continue. An election by the Beneficiary to terminate this Rider will cause any potential value associated with the Enhanced Death Benefit to be forfeited. The effective date of a termination of this Rider shall be the date We receive Notice from the Beneficiary.

We may, at Our discretion and before the death of any Annuitant, permit the transfer of this Rider to a new annuity Contract issued by Us. The Annuitant(s) under Your Contract must be the same as the Annuitant(s) under the new annuity Contract, and the Owner(s) under Your Contract must be the same as the Owner(s) under the new annuity Contract. This Rider can only be transferred to a new annuity Contract upon full surrender of Your Contract. Once the Rider has been transferred to a new annuity Contract, the new annuity Contract will become the Contract under the provisions of this Rider. A transfer of this Rider to any successor Contract will not change the Effective Date, the Rider Charge or any of the values or provisions available under the Rider. However, the method of deducting the Rider Charge will be governed by the provisions of the successor Contract.

- **Termination**

Neither You nor We may elect to terminate this Rider once it has been attached to and made part of Your Contract. The Rider will terminate only upon the earliest of (1), (2), (3) or (4) where:

- 1 is the date on which the Death Benefit is paid.
- 2 is the date on which a Settlement Option is elected.
- 3 is the date on which Your Contract is surrendered for its Cash Surrender Value, unless the Rider is transferred to a new annuity Contract as provided for in the Rider Continuation section of this Rider.
- 4 is the date on which the Beneficiary elects to terminate the Rider as provided for in the Rider Continuation section of this Rider.

If Your Contract is surrendered before the payment of a Death Benefit or the election of a Settlement Option on the Annuity Date, or the Rider is terminated by the Beneficiary as set forth above, any potential value associated with the Enhanced Death Benefit will be forfeited.

- **Non-Participating**

This Rider is Non-Participating and does not share in the profits or surplus of the Company.


Michael H. Miller
Secretary

INCOME RIDER

RIDER DATA PAGE

RIDER DATA ELEMENTS

Contract Number	[Specimen]
Effective Date	[04/01/2009]
Guaranteed Income Base Interest Rate	
• During the Accumulation Years	[4.00%]
• After the Accumulation Years	[0.00%]
Accumulation Years	[8]
Maximum Accumulation Years	[18]
Initial Rider Charge	[0.75%]
Rider Charge Adjustment	[0.20%]
Waiting Period (following the Effective Date of this Rider)	[0 months]
Confinement Period	[180] of last 250 days
Qualification Waiting Period (following the Effective Date of this Rider)	[1 year]
Income Withdrawal Multiplier	[2]
Minimum Attained Age for Lifetime Income Withdrawal Election	[50]

Maximum Annual Withdrawal Percentage

Single Life Withdrawals		Joint Life Withdrawals	
Attained Age On the First Day of the Initial Income Period	Percentage	Attained Age On the First Day of the Initial Income Period	Percentage
[40-49]	Not Available	[40-49]	Not Available
[50-54]	[4.00%]	[50-54]	[3.50%]
[55-59]	[4.00%]	[55-59]	[3.50%]
[60-64]	[4.50%]	[60-64]	[4.00%]
[65-69]	[5.00%]	[65-69]	[4.50%]
[70-74]	[5.50%]	[70-74]	[5.00%]
[75-79]	[6.00%]	[75-79]	[5.50%]
[80-84]	[6.50%]	[80-84]	[6.00%]
[85-89]	[6.50%]	[85-89]	[6.00%]
[90+]	[6.50%]	[90+]	[6.00%]

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- **The Rider**

This Income Rider ("Rider") shall be attached to and made part of Your Contract and is subject to all the terms, conditions and provisions contained in Your Contract. To the extent there are any conflicts between the provisions of this Rider and the provisions of Your Contract, the provisions of this Rider shall control. In all events, the provisions of this Rider shall be interpreted so that Your Contract as endorsed by this Rider shall comply with Section 72(s) or Section 401(a)(9) of the Internal Revenue Code, whichever is applicable. This Rider has been issued based on the Your affirmative election of the Rider.

This Rider provides to You the ability to receive guaranteed Lifetime Income Withdrawals.

There is a charge for this Rider.

- **Effective Date**

Coverage provided by this Rider shall be effective as of the Effective Date shown on the Rider Data Page.

- **Owner; Annuitant**

When there is only one Owner, any reference to Owner shall mean the sole Owner named in Your Contract. Unless otherwise specified under this Rider, when there are Joint Owners, any reference to Owner shall mean both Joint Owners. When there is only one Annuitant, any reference to Annuitant shall mean the sole Annuitant named in Your Contract. Unless otherwise specified under this Rider, when there are Joint Annuitants, any reference to Annuitant shall mean both Joint Annuitants.

This Rider may be added to an annuity Contract only if the Owner and Annuitant are the same person, unless the Owner is not a natural person.

- **Attained Age**

For Single Life Withdrawals, Attained Age shall mean the age of the person on whose life the Withdrawals are based as of his or her last birthday. If there are Joint Life Withdrawals, Attained Age shall mean the age of the younger of the two persons on whose lives the Withdrawals are based as of his or her last birthday.

- **Withdrawals**

Unless otherwise specified under this Rider, the term Withdrawals shall include Lifetime Income Withdrawals and any Withdrawals taken under Your Contract. Lifetime Income Withdrawals include, and are not in addition to, the amount of any Free Withdrawal available under Your Contract.

- **Rider Charge**

The Rider Charge is an annual rate used in the calculation of Interest Earnings as described in the Strategy Rider attached to Your Contract. The Initial Rider Charge is shown on the Rider Data Page. If the Owner elects to extend the Accumulation Years, the Rider Charge will be increased by Us as set forth in the Accumulation Years section of this Rider.

- **Rider Periods**

This Rider provides for three types of Periods:

1. An **Accumulation Period** is a period during which Lifetime Income Withdrawals are not being taken. The initial Accumulation Period begins on the Effective Date and ends on the day immediately before the date the first Lifetime Income Withdrawal is elected under this Rider. Later Accumulation Periods shall begin on any day during an Income Period that You elect to suspend Lifetime Income Withdrawals and end on the day You again elect to take Lifetime Income Withdrawals.
2. An **Income Period** is a period during which Lifetime Income Withdrawals are being taken. An Income Period shall begin on any day during an Accumulation Period that You elect to take Lifetime Income Withdrawals and ends on the earlier of (a) or (b) where:
 - (a) Is the day You elect to suspend the Lifetime Income Withdrawals.
 - (b) Is the day during that Income Period immediately preceding the date Your Contract's Accumulation Value is equal to zero.
3. The **Extended Income Guarantee Period** begins on the first day after the date during an Income Period that Your Contract's Accumulation Value is reduced to zero for any reason other than an Excess Withdrawal and ends on the date this Rider is terminated as described in the Termination section of this Rider.

- **Income Benefit Election**

During an Accumulation Period, and at any time after the Waiting Period shown on the Rider Data Page, You may submit a Notice to elect Lifetime Income Withdrawals, as long as the Attained Age is greater than or equal to the Minimum Attained Age for Lifetime Income Withdrawal Election also shown on the Rider Data Page. If the Waiting Period is zero (0), You may request Lifetime Income Withdrawals beginning on the Effective Date. For any election to receive Lifetime Income Withdrawals beginning on any date other than the Effective Date, You must Notify Us at least fifteen (15) days before the date that Lifetime Income Withdrawals are to become effective.

Lifetime Income Withdrawals may be based on a single life or two joint lives and may be taken in equal monthly, quarterly, semi-annual or annual installments.

If You are the sole Owner, Lifetime Income Withdrawals may be taken as:

1. Single Life Withdrawals based on Your life; or
2. Joint Life Withdrawals based on Your life and the life of Your spouse who is the sole Beneficiary on Your Contract.

If there is a sole Owner who is not a natural person, Lifetime Income Withdrawals may be taken as follows:

1. Single Life Withdrawals based on the life of the Annuitant.
2. Joint Life Withdrawals based on the lives of both Joint Annuitants.

If there are Joint Owners who are natural persons, Lifetime Income Withdrawals may be taken as follows:

1. Single Life Withdrawals based on the life of either of the Joint Owners.
2. Joint Life Withdrawals based on the lives of both Joint Owners.

During an Income Period, You may Notify Us to change the frequency or amount of Lifetime Income Withdrawals up to the Maximum Annual Withdrawal Amount. As well, You may Notify Us to suspend Lifetime Income Withdrawals. You must Notify Us at least fifteen (15) days before a change can occur in the frequency or amount of Lifetime Income Withdrawals. Any Lifetime Income Withdrawals before the effective date of a change will be unaffected by the Notice and will be paid as scheduled. You must Notify Us at least thirty (30) days before the suspension of Lifetime Income Withdrawals.

- **Accumulation Period**

The following provisions apply only during an Accumulation Period.

- **Accumulation Years**

During the initial Accumulation Period only, and before an Income Period has begun, interest will be credited to the Guaranteed Income Base on a daily basis at the Guaranteed Income Base Interest Rate. This means that no interest will be credited to the Guaranteed Income Base during any later Accumulation Periods.

At any time during the initial Accumulation Period, before the end of the Accumulation Years shown on the Rider Data Page, You may elect to extend the Accumulation Years. However, in no event can the total number of Accumulation Years in the initial Accumulation Period exceed the Maximum Accumulation Years shown on the Rider Data Page. To make an election to extend the Accumulation Years, You must Notify Us at least four (4) Business Days before the end of the Accumulation Years shown on the Rider Data Page. The Notice must state the number of years the Accumulation Years are to be extended.

If You elect to extend the Accumulation Years, the Rider Charge will be increased by Us effective on the first Term End Date on or after the last day of the Accumulation Years shown on the Rider Data Page. The increase in the Rider Charge will be limited to the Rider Charge Adjustment multiplied by the number of years the Accumulation Years are extended. The Rider Charge Adjustment is shown on the Rider Data Page. Notwithstanding any previous statements, there will be no increase in the Rider Charge if You elect to receive Lifetime Income Withdrawals before the first Term End Date on or after the last day of the Accumulation Years.

- **Guaranteed Income Base during an Accumulation Period**

On the effective date of the initial Accumulation Period, the Guaranteed Income Base is equal to Your Contract's Accumulation Value.

On the effective date of any later Accumulation Periods, the Guaranteed Income Base is equal to the Guaranteed Income Base as of the previous day after all transactions are recorded such day.

After the effective date of the initial Accumulation Period or any later Accumulation Period, the Guaranteed Income Base on any day during that Accumulation Period is equal to:

- (a) The Guaranteed Income Base as of the previous day after all transactions are recorded for such day; plus
- (b) The amount of interest credited to (a) above on that day based on the Guaranteed Income Base Interest Rate shown on the Rider Data Page (applicable only during the initial Accumulation Period and only during the Accumulation Years); minus
- (c) An amount equal to (1) multiplied by the greater of 1.00 and the result of (2) divided by (3) where:
 - (1) Is the difference between Your Contract's Accumulation Value immediately before any Withdrawals on that day and Your Contract's Accumulation Value after any Withdrawals on that day;
 - (2) Is the Guaranteed Income Base before any Withdrawals on that day; and
 - (3) Is Your Contract's Accumulation Value before any Withdrawals on that day.

- **Maximum Annual Withdrawal Amount during an Accumulation Period**

On the effective date of the initial Accumulation Period, the Maximum Annual Withdrawal Amount is equal to zero.

On the effective date of any later Accumulation Period, the Maximum Annual Withdrawal Amount is equal to the Maximum Annual Withdrawal Amount as of the previous day after all transactions are recorded for such day.

After the effective date of an Accumulation Period, the Maximum Annual Withdrawal Amount will only change if a Withdrawal is made under Your Contract. If such a Withdrawal is made, the Maximum Annual Withdrawal Amount immediately following shall be equal to $A \times [1 - (B / C)]$ where:

- (A) Is the Maximum Annual Withdrawal Amount on that day before the Withdrawal;

- (B) Is the amount deducted from Your Contract's Accumulation Value with respect to the Withdrawal; and
- (C) Is Your Contract's Accumulation Value on that day before the Withdrawal.

Any Withdrawal under Your Contract, including a Free Withdrawal, will reduce the Maximum Annual Withdrawal Amount by the same proportion Your Contract's Accumulation Value is reduced by that Withdrawal as described in the above formula. Therefore, if any Withdrawal reduces Your Contract's Accumulation Value to zero during an Accumulation Period, the Maximum Annual Withdrawal Amount will also be reduced to zero and the Rider will terminate.

- **Income Period**

The following provisions apply only during an Income Period.

- **Guaranteed Income Base during an Income Period**

During an Income Period, the Guaranteed Income Base on any day is equal to (a) minus (b) minus (c) where:

- (a) Is the Guaranteed Income Base as of the previous day after all transactions are recorded for such day.
- (b) Is the amount of any Lifetime Income Withdrawals on that day.
- (c) Is the amount of any Excess Withdrawal on that day multiplied by the greater of:
 - (i) 1.00; or
 - (ii) The Guaranteed Income Base on that day before any Excess Withdrawal divided by Your Contract's Accumulation Value on that day before any Excess Withdrawal.

- **Lifetime Income Withdrawals**

Lifetime Income Withdrawals may be taken at any time after the Waiting Period as long as the Attained Age is greater than or equal to the Minimum Attained Age for Lifetime Income Election shown on the Rider Data Page.

During an Income Period, there will be no Withdrawal Charges or Market Value Adjustments applied to Lifetime Income Withdrawals taken during any Contract Year in which the total amount of all Withdrawals taken during that Contract Year are less than or equal to the Maximum Annual Withdrawal Amount. However, the sum of any Excess Withdrawals taken during a Contract Year that cause the total of all Withdrawals to exceed Your Contract's Free Withdrawal amount may be subject to any applicable Withdrawal Charges and Market Value Adjustments. The Maximum Annual Withdrawal Amount is per Contract Year and any unused amount during a particular Contract Year cannot be carried over to one or more later Contract Years.

An Excess Withdrawal shall be defined as any portion of the total amount of all Withdrawals taken during a Contract Year that is in excess of the Maximum Annual Withdrawal Amount.

On the first day of an Income Period, the Maximum Annual Withdrawal Amount is equal to the greater of the following:

- (1) The Maximum Annual Withdrawal Amount as of the previous day after all transactions are recorded for such day; or
- (2) An amount equal to the applicable Maximum Annual Withdrawal Percentage shown on the Rider Data Page multiplied by the greater of (a) or (b) where:
 - (a) Is the Guaranteed Income Base on that day.
 - (b) Is equal to Your Contract's Accumulation Value on that day.

The Maximum Annual Withdrawal Percentage used will depend on the Attained Age on the first day of the first Income Period and will never change after that Income Period has begun.

After the effective date of an Income Period, the Maximum Annual Withdrawal Amount will only change when:

- (1) An Excess Withdrawal is taken;
- (2) The Maximum Annual Withdrawal Amount is increased as described in the Maximum Annual Withdrawal Amount Step-Up section of this Rider;
- (3) The Maximum Annual Withdrawal Amount is increased using the Income Withdrawal Multiplier as described in the Confinement section of this Rider; or
- (4) The Maximum Annual Withdrawal Amount had been and then ceases to be increased using the Income Withdrawal Multiplier as described in the Confinement section of this Rider.

On any day that an Excess Withdrawal is taken, the Maximum Annual Withdrawal Amount immediately following an Excess Withdrawal shall be equal to $A \times [1 - (B / C)]$ where:

- (A) Is the Maximum Annual Withdrawal Amount on that day before the Excess Withdrawal.
- (B) Is the amount deducted from Your Contract's Accumulation Value with respect to the Excess Withdrawal.
- (C) Is Your Contract's Accumulation Value on that day before the Excess Withdrawal minus the Maximum Annual Withdrawal Amount on that day before the Excess Withdrawal.

Based on the above formula, an Excess Withdrawal will reduce the Maximum Annual Withdrawal Amount by the same proportion that Your Contract's Accumulation Value is reduced by an Excess Withdrawal. Therefore, if an Excess Withdrawal reduces Your Contract's Accumulation Value to zero, the Maximum Annual Withdrawal Amount will also be reduced to zero in which case the Rider will terminate and Lifetime Income Withdrawals will cease.

- **Step-up during Income Period**

On each Contract Anniversary of Your Contract before the date of death of any Owner (or any Annuitant if the Owner is not a natural person), We will calculate an amount equal to Your Contract's Accumulation Value multiplied by the applicable Maximum Annual Withdrawal Percentage as shown on the Rider Data Page. If this amount is greater than the Maximum Annual Withdrawal Amount on the Contract Anniversary, the Maximum Annual Withdrawal Amount will be increased to this amount.

The Maximum Annual Withdrawal Percentage is established on the first day of the first Income Period based on the Attained Age on that day and does not change in the Step-up calculation or during any later Income Periods. Therefore, if a Step-up occurs after You have elected to receive the Maximum Annual Withdrawal Amount, the amount of such Withdrawals will automatically increase.

- **Modification to the Contract**

During an Income Period, the Impact on Free Withdrawals section of Your Contract, if applicable, shall be modified such that the amount deducted from the Accumulation Value with respect to any such Withdrawals, up to the Maximum Annual Withdrawal Amount, will be calculated using a Balanced Allocation Factor of zero. This modification shall not apply to the sum of any Excess Withdrawals which do not cause the total of all Withdrawals taken during a Contract Year to exceed the Free Withdrawal amount provided by Your Contract.

- **Confinement**

During an Income Period, the Maximum Annual Withdrawal Amount will be increased in any Contract Year that You (or any Annuitant if the Owner is not a natural person) are confined to a Qualified Care Facility as defined under Your Contract and all of the following conditions are met:

- (a) You are not confined to a Qualified Care Facility on the Effective Date; and
- (b) You are confined on the date a Lifetime Income Withdrawal is to be received; and
- (c) You are confined for a period of time at least equal to the Confinement Period shown on the Rider Data Page. Such period of time shall be calculated from the date on which a Lifetime Income Withdrawal is to be received; and
- (d) The Qualification Waiting Period shown on the Rider Data Page has elapsed; and
- (e) Confinement is recommended in writing by a Physician; and
- (f) We receive the Physician's written recommendation and a Notice to receive Lifetime Income Withdrawals based on the higher Maximum Annual Withdrawal Amount described in this provision of the Rider.

A Physician shall be that which is defined under Your Contract

During any Contract Year that all of the above conditions are satisfied, the Maximum Annual Withdrawal Amount will be increased to an amount equal to the Maximum Annual Withdrawal Amount that would have otherwise been in effect, multiplied by the Income Withdrawal Multiplier. The Income Withdrawal Multiplier is shown on the Rider Data Page. We may require proof from time to time that Your confinement condition is still being met. The Maximum Annual Withdrawal Amount will cease to be modified by the Income Withdrawal Multiplier if the confinement condition is no longer being met. This benefit is not available on Qualified Contracts during the Extended Income Guarantee Period.

- **Extended Income Guarantee Period**

During the Extended Income Guarantee Period:

- (1) This Rider and all its provisions will continue.
- (2) Your Contract and any other riders and endorsements attached to Your Contract will terminate unless otherwise specified in this Rider.

If Your Contract's Accumulation Value is reduced to zero while this Rider is in an Income Period and not as the result of an Excess Withdrawal, the Income Period will end and the Extended Income Guarantee Period will begin.

If Single Life Withdrawals are being taken during the Extended Income Guarantee Period, the Owner on a non-qualified contract will receive payments, at the payment frequency elected, equal to the Maximum Annual Withdrawal Amount as of the first day of the Extended Income Guarantee Period, except when increased in accordance with the Confinement section of this Rider. For Qualified Contracts, payments during the Extended Income Guarantee Period may not be increased in accordance with the Confinement section of this Rider. Under this scenario, the Rider will terminate upon the date of death of the person on whose life Withdrawals are based.

If Joint Life Withdrawals are being taken during the Extended Income Guarantee Period and only one of the persons on whose lives Withdrawals are based dies, the surviving person will continue to receive payments, at the payment frequency elected, equal to the Maximum Annual Withdrawal Amount as of the first day of the Extended Income Guarantee Period, except when increased in accordance with the Confinement section of this Rider. For Qualified Contracts, payments during the Extended Income Guarantee Period may not be increased in accordance with the Confinement section of this Rider. Under this scenario, the Rider will terminate upon the date of death of the last surviving person on whose life Withdrawals are based.

- **Death of Owner or Annuitant**

This Rider and all its provisions will terminate upon the date of death of any Owner (or any Annuitant if the Owner is not a natural person) except as provided in the sections of this Rider entitled Extended Income Guarantee Period, Spousal Continuation of this Rider, Required Minimum Distributions and Annuity Payments.

- **Spousal Continuation**

If the surviving spouse of the deceased Owner (or the deceased Annuitant if the Owner is not a natural person) is the Beneficiary and elects to continue the Contract, as provided for in the Distribution on Death of Owner section of the Contract, this Rider and all its provisions will also continue provided both of the following conditions are met:

- (1) The surviving spouse's Attained Age on the Effective Date is at least equal to the minimum issue age requirement for this Rider; and
- (2) The surviving spouse becomes the sole Annuitant and sole Owner of the Contract.

If this Rider is in the Accumulation Period at the time of the spousal continuation, this Rider continues in the Accumulation Period.

If this Rider is in the Income Period at the time of spousal continuation, the surviving spouse will continue to receive Lifetime Income Withdrawals if Withdrawals were based, in part, on the life of the surviving spouse.

If this Rider is in the Extended Income Guarantee Period at the time of the Owner's death (or the Annuitant's death if the Owner is not a natural person), spousal continuation will not be allowed unless the Withdrawals were based on the life of the surviving spouse, or on the lives of the surviving spouse and the deceased individual. In that case, the spouse will continue to receive Withdrawals under this Rider as provided for in the Extended Income Guarantee Period section of this Rider.

This Spousal Continuation of this Rider section can only apply once. This section cannot apply a second time if the surviving spouse continues the Contract and this Rider, remarries and then dies.

- **Required Minimum Distributions**

Withdrawals taken under the Required Minimum Distribution Withdrawals section of Your Contract will not be considered Excess Withdrawals and will not reduce Your Maximum Annual Withdrawal Amount.

- **Annuity Payments**

If annuity payments are to begin under the terms of Your Contract and this Rider is in effect, You may elect one of the following annuity payment options:

- (a) The greater of Your Contract's Accumulation Value or Minimum Guaranteed Contract Value applied under any of the options described in the Settlement Options section of Your Contract, thus terminating this Rider; or

- (b) The Maximum Annual Withdrawal Amount in the form of annuity payments at the frequency elected until the date of death of the Annuitant or, in the case of Joint Annuitants, until the death of the last surviving Annuitant.

If this Rider is in the Accumulation Period at the time annuity payments are to begin, the Maximum Annual Withdrawal Amount for purposes of (b) above will be calculated as if this Rider entered the Income Period on the date annuity payments are to begin.

- **Annuity Date**

In the Annuity Date provision of Your Contract, the Annuity Date shall be amended to equal the latest of: a) the Annuity Date set by Us under Your Contract; b) the Annuity Date as modified by any other riders attached to Your Contract; or c) first Term End Date on or following the Annuitant's 95th birthday. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Termination**

This Rider and all its provisions will terminate on the earliest of the following dates:

- (a) The date on which all benefits are paid as required by Your Contract, unless this Rider is transferred on that date to a new annuity Contract issued by Us; or
- (b) The date on which annuity payments begin as described in the Annuity Payments section of this Rider; or
- (c) The date on which Your Contract's Accumulation Value and Guaranteed Income Base are equal to zero, and there are no outstanding Lifetime Income Withdrawals payable; or
- (d) The date on which We receive Notice from You to terminate the Rider, provided such date is within the first [twelve (12)] Contract month(s) following the Effective Date [or a Term End Date on or after the fifth anniversary of the Effective Date]; or
- (e) Except when the Owner is not a natural person, the date on which the Owner and the Annuitant are not the same person.

Once this Rider terminates, it may not be reinstated. We may, at Our discretion and before the death of any Owner (or any Annuitant if the Owner is not a natural person), permit the transfer of this Rider to a new annuity Contract issued by Us. The Annuitant(s) under Your Contract must be the same as the Annuitant(s) under the new annuity Contract, and the Owner(s) under Your Contract must be the same as the Owner(s) under the new annuity Contract. This Rider can only be transferred to a new annuity Contract upon full surrender of Your Contract. Once transferred, the new annuity Contract will become the Contract under the provisions of this Rider. A transfer of this Rider to any successor Contract will not change the Effective Date or any of the values or provisions available under the Rider.

- **Non-Participating**


This Rider is Non-Participating and does not share in the profits or surplus of the Company.

- **Incontestability**

We will not contest the validity of this Rider.

- **Cash Value, Surrender Value or Loan Value**

This Rider has no Cash Value, Surrender Value or Loan Value upon termination.



Michael H. Miller
Secretary

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<i>SERFF Tracking Number:</i>	<i>AMER-126429973</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Aviva Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>44414</i>
<i>Company Tracking Number:</i>	<i>BAA8 (09/09)</i>		
<i>TOI:</i>	<i>A071 Individual Annuities - Special</i>	<i>Sub-TOI:</i>	<i>A071.001 Equity Indexed</i>
<i>Product Name:</i>	<i>BAA8 (09/09)</i>		
<i>Project Name/Number:</i>	<i>BAA8 (09/09)/BAA8 (09/09)</i>		

Supporting Document Schedules

	Item Status:	Status
		Date:

Satisfied - Item: Flesch Certification

Comments:

Attachment:

AR_BAA8_0909_ScoreCert.pdf

	Item Status:	Status
		Date:

Satisfied - Item: Application

Comments:

80500 6/08 FW previously approved by the Department on 06/25/2008.

Attachment:

80500_608_FW_App.pdf

	Item Status:	Status
		Date:

Satisfied - Item: Statement of Variability

Comments:

Attachments:

BAA8_0909_SOV.pdf

BDBR8_0909_SOV.pdf

DBR_0909_SOV.pdf

BAAIR_0909_SOV.pdf

AVIVA LIFE AND ANNUITY COMPANY
Des Moines, IA

CERTIFICATION

This is to certify that the attached

has achieved a Flesch Reading Ease Score of _____ and complies with the requirements of
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language
Simplification Act.

Date

Officer's Name

Laurel Colton, FLMI, ACS, AIRC

DIRECTOR, PRODUCT COMPLIANCE
Title



Aviva Life and Annuity Company
P.O.Box 2039
Topeka, KS 66601-2039

Application for Deferred or Indexed Deferred Annuity

1 Product

Product Name: _____

Rider(s): _____

2 Annuitant

First Name (as to appear on contract) _____ M.I. _____ Last Name _____

Date of Birth _____ Social Security Number _____ ☐ Male ☐ Female

Address _____

City _____ State _____ Zip Code _____ Phone Number _____

3 Joint Annuitant

If applicable

First Name (as to appear on contract) _____ M.I. _____ Last Name _____

Date of Birth _____ Social Security Number _____ ☐ Male ☐ Female

Address _____

City _____ State _____ Zip Code _____ Phone Number _____

4 Owner

If other than Annuitant

First Name of Individual or Entity _____ M.I. _____ Last Name _____

Date of Birth _____ Social Security or Tax I.D. Number _____ ☐ Male ☐ Female Relationship to Annuitant(s) _____

Address _____

City _____ State _____ Zip Code _____ Phone Number _____

Note: If the proposed owner(s) is not a natural person, for example a trust, a corporation or an association, then additional documentation will be required to establish the entity's legal identity and who has authority to legally act on behalf of the entity.

5 Joint Owner

Not applicable to qualified contracts

First Name of Individual or Entity _____ M.I. _____ Last Name _____

Date of Birth _____ Social Security or Tax I.D. Number _____ ☐ Male ☐ Female Relationship to Annuitant(s) _____

Address _____

City _____ State _____ Zip Code _____ Phone Number _____

AZ Residents:

Upon Written Request the Company will provide within a reasonable time reasonable factual information regarding the benefits and provisions of Your Contract.

If You are not satisfied with Your Contract, return it to the Company within 10 days (30 days if the Contract Owner is sixty-five years of age or older on the date of the application) after the Contract is delivered and receive a full refund of all monies paid.



6 Contingent Owner

If Owner and Annuitant are different

First Name of Individual or Entity		M.I.	Last Name
Date of Birth	Social Security or Tax I.D. Number	<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Annuitant(s)
Address			
City	State	Zip Code	Phone Number

7 Funding Source

Premium Submitted with Application: \$ _____

Anticipated Premium from Transfer: \$ _____

8 Tax Qualification

Select ALL that apply

<input type="checkbox"/> Non-Qualified	<input type="checkbox"/> IRA	Select ALL that apply: <input type="checkbox"/> Contribution for Tax Year: _____ <input type="checkbox"/> Rollover (Within 60 days) <input type="checkbox"/> Direct Transfer from IRA/SEP <input type="checkbox"/> Direct Transfer from ROTH IRA <input type="checkbox"/> Roth Conversion <input type="checkbox"/> Direct Transfer from 401(k); HR10; 403(b); Pension Plan
<input type="checkbox"/> 1035 Exchange	<input type="checkbox"/> Roth IRA	
<input type="checkbox"/> Internal Conversion	<input type="checkbox"/> SEP IRA	
Contract Number: _____	<input type="checkbox"/> Keogh/HR-10	
	<input type="checkbox"/> Other Qualified Plan*	
	*Owner must be the Plan	

9 Replacement

1. ☐ Yes ☐ No Do you have an existing life insurance policy or an existing annuity contract?
2. ☐ Yes ☐ No Will this annuity replace or change an existing life insurance policy or annuity contract?

10 Beneficiaries

Unless otherwise specified, multiple surviving beneficiaries will share equally. If a beneficiary is not a natural person, include name and date on the Beneficiary Name line. All beneficiaries must be living at the time of application.

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent <input type="checkbox"/> Tertiary	
Beneficiary Name	SSN or Tax I.D. Relationship to Annuitant(s) _____ %
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent <input type="checkbox"/> Tertiary	
Beneficiary Name	SSN or Tax I.D. Relationship to Annuitant(s) _____ %
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent <input type="checkbox"/> Tertiary	
Beneficiary Name	SSN or Tax I.D. Relationship to Annuitant(s) _____ %
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent <input type="checkbox"/> Tertiary	
Beneficiary Name	SSN or Tax I.D. Relationship to Annuitant(s) _____ %
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent <input type="checkbox"/> Tertiary	
Beneficiary Name	SSN or Tax I.D. Relationship to Annuitant(s) _____ %

*The sum of the percentages for Primary, Contingent, and Tertiary Beneficiaries, respectively, must total 100%.

11 Special Instructions



12 Agreements and Signatures

The Owner agrees to the following:

1. All statements and answers to questions in this application are true to the best of my knowledge and belief.
2. The effective date of the Contract will be the Contract Date set by the Company.
3. No producer or person other than the President or Secretary of the Company has the authority to change or modify the Contract or waive any of its provisions.

AR Residents: Any person who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CO Residents: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or producer of an insurance company who knowingly provides false, incomplete or misleading facts or information to a contract holder or claimant for the purpose of defrauding or attempting to defraud the contract holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

DC Residents: WARNING: IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY INSURANCE BENEFITS IF FALSE INFORMATION MATERIALLY RELATED TO A CLAIM WAS PROVIDED BY THE APPLICANT.

FL Residents: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Residents of KY, LA, NM, OH: Any person who, with intent to defraud or knowing that he or she is facilitating a fraud against an insurer submits an application or files a claim containing a false or deceptive statement is guilty of fraud.

MD Residents: Any person who knowingly and willfully presents a fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Residents of ME, TN and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

PA Residents: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Residents of all states except DE, IN, MN, MO, OR, PA, UT and WA:
Amounts payable under the Contract are subject to a Market Value Adjustment (if applicable) on the date or dates, as specified in the Contract.

Indexed Deferred Annuity Applicants:

I understand that I am applying for an equity indexed deferred annuity and realize that while the values of the contract may be affected by an external index, the contract does not directly participate in any stock or equity investments. I further understand that index-linked interest credits will not be credited to any amount withdrawn during a term period and that any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties.

I have received a copy of the disclosure material and understand that the results shown, other than the Guaranteed Minimum Values, are not guarantees, promises, or warranties.

Payment must be made payable to Aviva Life and Annuity Company.

Signed at: _____ (city) _____ (state) on _____ (date)

Annuitant Signature

Joint Annuitant Signature (if applicable)

Owner Signature (if other than Annuitant)

Joint Owner Signature (if applicable)



1. ☐ Yes ☐ No Does the applicant have an existing life insurance policy or an existing annuity contract?
2. ☐ Yes ☐ No Will this annuity replace or change an existing life insurance policy or annuity contract?
(If yes to either question, and if required by state regulation, replacement forms must accompany this application.)

By signing below, I certify that I have truly and accurately recorded on this application the information provided by the applicant. I certify that only company approved sales materials were used and that copies of such materials were 1) left with the client and 2) retained in my files. I certify that any required disclosure material has been presented to the applicant. I have not made any statements which differ from this material nor have I made any promises, about the future expected values of this Contract.

Producer Name (print please)

Producer Phone Number and/or email address

Complete the following section for any split producers and indicate the split percentages.

Producer Name	Producer Number	Producer Insurance License Number (FL only)	Split %
			100%

(If unchecked, the default is Option 1.)



Balanced Allocation Annuity
BAA8 (09/09) and Riders
Aviva Life and Annuity Company
Statement of Variability

Base Contract (BAA8 (09/09))	Minimum	Maximum	Need for Variability / How Values are Determined	Anticipated time when value may become fixed	Anticipated Frequency of Change
Surrender Charge Year 1	0.00%	12.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 2	0.00%	11.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 3	0.00%	10.50%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 4	0.00%	10.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 5	0.00%	9.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 6	0.00%	7.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 7	0.00%	5.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Surrender Charge Year 8	0.00%	3.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
First Year Free Withdrawal Percentage of Accumulation Value	5.00%	10.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Balanced Allocation Strategy Rider (BAABAS (09/09))	Minimum	Maximum	Need for Variability / How Values are Determined	Anticipated time when value may become fixed	Anticipated Frequency of Change
Term	1 year	4 years	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Term	1 year	4 years	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	2.25%	3.00%	Based on economic environment.	Upon contract issuance	As needed for newly issued contracts
Initial Index Price for each Index	Subject to change in index				
Sum of the Initial Indexed Allocation Percentages	5.00%	150.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Initial Declared Rate Allocation Percentage *	100% minus the sum of the initial indexed allocation percentages, but not less than zero				
Initial Declared Rate	1.50%	20.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Initial Rider Charge	0.00%	5.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Sum of the Minimum Indexed Allocation Percentages	5.00%	50.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Declared Rate	1.50%	3.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Maximum Rider Charge	0.00%	No Limit	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
(years 1-[X]), where X is	1year	20 years	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
(years [X+]), where X is	1year	20 years	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
* The Declared Rate Allocation Percentage is not shown on the Data Page but is defined in the policy form to be 100% minus the sum of the then-current Indexed Allocation Percentages, but not less than zero.					
Fixed Strategy Rider (BAAFIXED (09/09))	Minimum	Maximum	Need for Variability / How Values are Determined	Anticipated time when value may become fixed	Anticipated Frequency of Change
Initial Fixed Interest Rate	1.50%	20.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
First Year Interest Rate Bonus	0.00%	5.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Fixed Interest Rate	1.50%	3.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Guaranteed Contract Value Interest Rate (associated with Annuity SNFL)	2.25%	3.00%	Based on economic environment.	Upon contract issuance	As needed for newly issued contracts
Market Value Adjustment (BAAMVA (09/09))	Minimum	Maximum	Need for Variability / How Values are Determined	Anticipated time when value may become fixed	Anticipated Frequency of Change
Maximum Negative Market Value Adjustment Percentage	0.00%	100.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts

BAA Premium Bonus Rider with Enhanced Death Benefit
BDBR8 (09/09)

Aviva Life and Annuity Company
Statement of Variability

	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Effective Date	9/9/2010	1/1/9999	Varies for each contract owner depending on date of issue	Upon contract issuance	Varies for each contract
Rider Charge	0.25%	8.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Rider Charge Stop Date	9/9/2010	1/1/9999	Varies for each contract owner depending on date of issue and age	Upon contract issuance	Varies for each contract
Premium Bonus Percentage	0.00%	8.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Annual Dollar-for-Dollar Withdrawal Limit Percentage	0.00%	7.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Enhanced Death Benefit Interest Rate	0.00%	7.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Recapture Charge Rate - Year 1	0.00%	7.40%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Recapture Charge Rate - Year 2	0.00%	7.40%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Recapture Charge Rate - Year 3	0.00%	7.40%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Recapture Charge Rate - Year 4	0.00%	7.40%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Recapture Charge Rate - Year 5	0.00%	7.40%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Recapture Charge Rate - Year 6	0.00%	7.40%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Recapture Charge Rate - Year 7	0.00%	7.40%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Recapture Charge Rate - Year 8	0.00%	7.40%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Recapture Charge Rate - Year 9	0.00%	7.40%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Recapture Charge Rate - Year 10	0.00%	7.40%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Recapture Charge Rate - Year 11	0.00%	7.40%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Recapture Charge Rate - Year 12	0.00%	7.40%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Rider Charge Stop Date Age	0	100	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Rider Charge Stop Date Anniversary	0	20	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Annuity Date Anniversary of the Effective Date	20.00	24.00	Based on bonus level to comply with SNFL	Upon contract issuance	As needed for newly issued contracts

BAA Enhanced Death Benefit Rider
DBR(09/09)
Aviva Life and Annuity Company
Statement of Variability

	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Effective Date	9/9/2010	1/1/9999	Varies for each contract owner depending on date of iss	Upon contract issuance	Varies for each contract
Rider Charge	0.25%	3.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Rider Charge Stop Date	9/9/2010	1/1/9999	Contract anniversary following age 90	Upon contract issuance	Varies for each contract
Annual Dollar-for-Dollar Withdrawal Limit Percentage	0.00%	7.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Enhanced Death Benefit Interest Rate	0.00%	7.00%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Rider Charge Stop Date Age	0	100	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts

Aviva Life and Annuity Company
Statement of Variability

RIDER FORMBAAIR (09/09)

	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Effective Date	9/9/2010	1/1/9999	Varies for each contract owner depending on date of issue	Upon contract issuance	Varies for each contract
Guaranteed Income Base Interest Rate (during the accumulation years)	1%	12%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Guaranteed Income Base Interest Rate (after the accumulation years)	0%	12%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Accumulation Years	1	30	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Maximum Accumulation Years	1	30	Based on economic and competitive environment	Upon contract issuance	As needed for newly issued contracts
Initial Rider Charge	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Rider Charge Adjustment	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Waiting Period	0	24	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Confinement Period	0	250	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Qualification Waiting Period	0	5	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Income Withdrawal Multiplier	1	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Attained Age for Lifetime Income Withdrawal Election	0	60	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Maximum Annual Lifetime Income Withdrawal Percentage	0.50%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Termination During First X Months	0	60	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Termination After X Years	0	60	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts